

AGENDA
REGULAR MEETING OF THE
CITY OF KING CITY COUNCIL
AND
Sitting as SUCCESSOR AGENCY OF
THE RDA FOR THE CITY OF KING

TUESDAY OCTOBER 23, 2018
6:00 P.M.

CITY HALL
212 S. VANDERHURST AVENUE
KING CITY, CALIFORNIA 93930

**Spanish interpretation services will be available at meeting*

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting, Please contact the City Clerk's Office (831-386-5925) at least 48 hours prior to the Meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

** Please submit all correspondence for City Council PRIOR to the meeting with a copy to the City Clerk.*

- 1. CALL TO ORDER**
- 2. ROLL CALL:** Council Members Darlene Acosta, Robert Cullen, Carlos DeLeon, Mayor Pro Tem Carlos Victoria, and Mayor Mike LeBarre
- 3. FLAG SALUTE**
- 4. CLOSED SESSION ANNOUNCEMENTS**
- 5. SPECIAL PRESENTATIONS**
 - A. Anna Caballero Legislative Update
 - B. AMBAG Fiftieth Anniversary Proclamation
- 6. PUBLIC COMMENT**

Any member of the public may address the Council for a period not to exceed *three minutes'* total on any item of interest within the jurisdiction of this Council that is not on the agenda. The Council will listen to all communications; however, in compliance with the Brown Act, the Council cannot act on items not on the agenda. Comments should be directed to the Council as a whole and not to any individual Council Member. Slanderous, profane or personal remarks against any Council Member, staff member or member of the audience is not permitted.
- 7. COUNCIL COMMUNICATIONS & COMMITTEE REPORTS**

Individual Council Members may comment on Council business, his or her Council activities, City operations, projects or other items of community interest. Council Members may also request staff to report back at a subsequent meeting on any matter or take action to direct staff to prepare a staff report for a future agenda.
- 8. STAFF COMMUNICATIONS**

Comments presented by the City Manager, City Attorney or other staff on City business and/or announcements.

9. CONSENT AGENDA

The following items listed below are scheduled for consideration as a group. The recommendations for each item are noted. Members of the audience may speak on any item(s) listed on the Consent Agenda. Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion. The Council may approve the remainder of the Consent Agenda on one motion. Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.

- A. Meeting Minutes of October 9, 2018 Council Meeting
Recommendation: approve and file.
- B. City October 8, 2018 Invoices Paid
Recommendation: receive and file.
- C. Public Financing Authority Treasurer's Report June 2018
Recommendation: receive and file.
- D. Public Financing Authority Treasurer's Report July 2018
Recommendation: receive and file.
- E. Public Financing Authority Treasurer's Report August 2018
Recommendation: receive and file.
- F. Public Financing Authority Treasurer's Report September 2018
Recommendation: receive and file.
- G. Successor Agency Treasurer's Report June 2018
Recommendation: receive and file.
- H. Successor Agency Treasurer's Report July 2018
Recommendation: receive and file.
- I. Successor Agency Treasurer's Report August 2018
Recommendation: receive and file.
- J. Successor Agency Treasurer's Report September 2018
Recommendation: receive and file.
- K. Consideration: Contract Services Agreement for Community Development Block Grant (CDBG) Grant Writing, Administration and Labor Compliance
Recommendation: 1) approve and authorize the City Manager to execute a contract services agreement with the Adams Ashby Group for Community Development Block Grant (CDBG) grant writing, administration and labor compliance; and 2) authorize the City Manager to make non-substantive changes as necessary approved as to form by the City Attorney.

- L. Consideration: A Memorandum of Understanding for Extension of the ProYouth HEART After-School Expanded Learning Program
Recommendation: 1) approve and authorize the City Manager to execute a new 3-year Memorandum of Understanding (MOU) with ProYouth and the King City Union School District for the after-school HEART expanded learning program; 2) approve and authorize the City Manager to execute a Subrecipient Agreement between the City and ProYouth for use of Community Development Block Grant (CDBG) funds to pay for costs set forth in the MOU; and 3) authorize the City Manager to make minor non-substantive changes to the agreements as necessary.

- M. Consideration: Lease/Purchase Agreement with Motorola Corporation for Purchase of New Police Radios
Recommendation: approve the lease/purchase agreement with Motorola Corporation for the lease/purchase of new police radios for the King City Police Department.

- N. Consideration: Contract Services Agreement with Eikhof Design Group, Inc. for Public Works Special Projects Coordination
Recommendation: approve and authorize the City Manager to execute a contract services agreement with Eikhof Design Group, Inc. for Public Works special projects coordination; and 2) authorize City Manager to make non-substantive changes as necessary in a form approved by the City Attorney.

- O. Consideration: Memorandum of Understanding for Participation in an Assistance to Firefighters Grant for the Procurement of Portable and Mobile Radios and Ancillary Equipment
Recommendation: approve and authorize the Mayor to execute a Memorandum of Understanding (MOU) for participation in an Assistance to Firefighters Grant for the Procurement of Portable and Mobile Radios and Ancillary Equipment.

- P. Consideration: 2018 Regional Development Impact Fee Update
Recommendation: adopt a Resolution updating the fee schedule for the Transportation Agency of Monterey County (TAMC) Regional Development Impact Fees.

10. PUBLIC HEARINGS

- A. Consideration: Introduction an Ordinance of the City of King City Council of the City of King Amending Chapter 22 of the King City Municipal Code Governing Parking Regulations within the Boundaries of King City
Recommendation: introduce an Ordinance amending Municipal Code Chapter 22 to establish parking restrictions on Third Street adjacent to St. John the Baptist Church to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

- B. Consideration: Second Reading and Adoption of an Ordinance of The City Council of The City of King Amending Chapter 17.03 of Title 17 of The King City Municipal Code Pertaining to Commercial Cannabis Activity and Odor Control Requirements and Limitations, Including CEQA Determination
Recommendation: modify the Ordinance to restrict translucent buildings within 500 feet of residentially zoned properties and 750 feet from residentially zoned properties to the south, introduce the modified Ordinance amending Chapter 17.03 of title 17 of the King City Municipal Code pertaining to commercial cannabis activity and odor control requirements and limitations to be read by title only, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

11. REGULAR BUSINESS

- A. Consideration: Strategic Planning Process
Recommendation: approve and direct staff to proceed with the proposed strategic planning process.

12. CITY COUNCIL CLOSED SESSION

Announcement(s) of any reportable action(s) taken in Closed Session will be made in open session and repeated at the beginning of the next Regular City Council meeting as this portion of the meeting is not recorded.

None

13. ADJOURNMENT

City of King

Proclamation

Association of Monterey Bay Area Governments

WHEREAS, the Association of Monterey Bay Area Governments (AMBAG) is celebrating its fiftieth anniversary of service to the local community on November 14, 2018, and upon this occasion, it is deserving of special public commendations; and

WHEREAS, AMBAG was formed in 1968 by the elected officials of Monterey, San Benito and Santa Cruz counties for the purpose of providing a permanent forum for planning, discussion and study of regional problems of mutual interest and concern, and to develop studies, plans, policy and action recommendations; and

WHEREAS, striving to meet the needs of the community both now and in the future, AMBAG's involvement in 1968 as an advisory committee to protect water quality of the Monterey Bay has evolved into a multi-purpose planning agency; and

WHEREAS, demonstrating its ability to forge solutions to the challenges that face the community, AMBAG is actively involved in future planning for transportation, land use, housing sustainability, air quality, economic development, resiliency and energy conservation; and

WHEREAS, the AMBAG Energy Watch Program develops and implements programs to reduce energy use and greenhouse gases in residential, commercial, municipal, non-profit and educational segments of the AMBAG region; and

WHEREAS, AMBAG has coordinated blueprint and sustainable transportation planning and has approved a Metropolitan Transportation Plan/Sustainable Communities Strategy in 2014 and 2018 pursuant to SB 375, including a regional development pattern and transportation network that met the regional greenhouse gas emissions reduction targets as required by the State of California; and

WHEREAS, the contributions AMBAG has made to the local area are invaluable, and reflect an organization devoted to the highest ideals of community service.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED that the City Council of the City of King commends and congratulates the Association of Monterey Bay Area of Governments on the celebration of its fiftieth anniversary and extends best wishes for continued success in the future.


Mike LeBarre, Mayor

**City Council Meeting
October 9, 2018**

1. CALL TO ORDER:

Regular Meeting called to order at 6:00pm by Mayor LeBarre.

2. FLAG SALUTE:

The flag salute was led by Mayor Pro Tem Victoria

3. ROLL CALL:

City Manager Adams conducted roll call.

City Council: Robert Cullen, Carlos DeLeon, Mayor Michael LeBarre, Mayor Pro Tem Carlos Victoria.

Council member Darlene Acosta, is absent due to illness.

City Staff: City Manager Steven Adams; City Attorney Shannon Chaffin; Admin. Asst./Deputy City Clerk, Erica Sonne.

4. CLOSED SESSION ANNOUNCEMENTS:

No recordable actions taken at the last meeting.

5. PRESENTATIONS:

- A. Waste Management Performance Report – King City by Elia Zavala, Salinas Valley Solid Waste Authority Ms. Zavala showed a PowerPoint presentation explaining the Waste Hauler Tonnage and Diversion performance report for 2017.

6. PUBLIC COMMUNICATIONS:

Mark Roland, Sussex Way, asking again to band amplifiers in residential areas to help officers enforce the law.

7. COUNCIL COMMUNICATIONS:

Council Member Cullen stated Salinas Valley Fair board meeting couple of highlights polenta feed coming up November 29th, Fall Carnival was successful but will do more outreach to neighboring cities, WC barrel racing will be back next year. SVSWA meeting highlights passed out. Monterey County Cannabis Industry Association will be having a Monterey Cannabis Summit on December 13th and 14th and he would like to attend. Spectrum internet coming to town and will go live October 31st a reduced rate is available for low income there is a provision if a school is participating in the Community Eligibility Participation program through the school lunch program that anyone that has a student in the school qualify for the reduced price. Schools do not seem to be enrolled in the program so the schools are going to try to get enrolled. Sales tax measure on the ballot in November and a committee of volunteers have gotten together to promote the measure.

Mayor Pro Tem Victoria thanked everyone for the help with the block parties. He presented the Mayor with the plaque from AMBAG on 16% energy savings.

Council Member DeLeon nothing to report at this time.

Mayor LeBarre stated October 9th he was at the MST ribbon cutting for first electric bus, October 12th he will be meeting with the Mexican Consulate, October 18th he will be attending a lunch with Mrs. Panetta regarding Monterey County Reads program in King City. He will be in Calgary Canada October 22nd and 23rd to speak at the Cannabis Conference so Mayor Pro Tem Victoria will run the meeting on the 23rd. He will be attending the CTA annual Transit conference in Long Beach October 24th – 26th.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams thanked everyone for participating in the block parties. Happy with the response to the police officer for the trading cards and coins. Want to transition to neighborhoods doing their own block parties. Santa Lucia ProYouth having an event inviting City Council.

City Attorney Chaffin stated that Tommi Saghatelian from his office is teaching at a city wide conference.

9. CONSENT AGENDA

- A. Meeting Minutes of September 25, 2018 Council Meeting
- B. Consideration: Notice of Completion – 2018 King City Street Project
- C. Consideration: Revision to Code Enforcement Priorities
- D. Consideration: Resolution Authorizing the City Manager Submittal of An Application, Acceptance of Funds and Execution of Grant Agreement with The California Department of Transportation for the Airport Improvement Matching Grant Program
- E. Consideration: Resolution Declaring a Shelter Crisis
- F. Consideration: Contract Services Agreement for Building Plan Review and Inspection Services
- G. Consideration: Transfer of Executive Hangar Lease
- H. Consideration: Update to FY 2018-19 Job Classification Plan

Clarification on item G by the City Attorney that the transfer is contingent on the cancelation of the current lease so council will be accepting the cancelation of the current lease as well.

Action: Motion to approve consent agenda items by DeLeon and seconded by Victoria.

AYES: Council Members: Mayor LeBarre, Cullen, DeLeon, and Mayor Pro Tem Victoria

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

- A. Consideration: Introduction of an Ordinance of The City Council of The City of King Amending Chapter 17.03 of Title 17 of The King City Municipal Code Pertaining to Commercial Cannabis Activity Including Odor Control Requirements and Limitations, and Related CEQA Determination

City Manager Adams introduced this item.

Principal Planner Scott Bruce further introduced this item and was available for questions.

City Attorney Chaffin read the ordinance by title only.

Mayor LeBarre opened the public hearing,

Karen Jernigan stated that her husband asked the question about odor in the beginning of the marijuana discussion. She is happy that the Council is discussing this and wants to make sure that the odor doesn't affect the quality of life of people who live here.

Mayor LeBarre waived the first reading.

Mayor LeBarre closed the public hearing.

Action: Motion to approve the introduction of the Ordinance and related CEQA determination. by Cullen and seconded by Victoria.

AYES: Council Members: Mayor LeBarre, Cullen, DeLeon, and Mayor Pro Tem Victoria

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

11. REGULAR BUSINESS:

- A. Consideration: Sports Field Improvement and Maintenance Plan, Including Adopting Finding of a Class 1 Categorical Exemption Pursuant to Section 1530 of the CEQA Guidelines

City Manager presented this item.

Action: Motion to 1) approve the proposed Sports Field Improvement and Maintenance Plan, including annual closure of sports fields for renovation and upgrades; and 2) adopt finding of a Class 1 categorical exemption pursuant to Section 1530 of the CEQA Guidelines by Cullen and seconded by Victoria.

AYES: Council Members: Mayor LeBarre, Cullen, DeLeon, and Mayor Pro Tem Victoria

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the regular at 7:00p.m.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF CITY OF KING OCTOBER 8, 2018
INVOICES PAID**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

At least once a month, the City Treasurer shall submit to the City Council, a copy of the invoices paid for the previous month.

DISCUSSION:

The purpose of this item is to provide the Council an opportunity to review and monitor ongoing expenditures. These documents are attached.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

**CITY COUNCIL/CITY
CONSIDERATION OF CITY OCTOBER 8, 2018 INVOICES PAID
OCTOBER 23, 2018
PAGE 2 OF 2**

Exhibits:

1. Edit List of Invoices – Detail W/GL

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

Edit List of Invoices - Detail w/GL

Oct 8, 2018 (FY 2018-19)

Date: 10/08/2018

Time: 11:27 am

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KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount
	AT & T	10/08/2018	WFB	Internet Service -	
	P O BOX 5014	10/08/2018	N	#139650003	84.25
73896	CAROL STREAM	09/22/2018	N	N	0.00
AT T	IL 60197-5014	09/22/2018	0.00	N	0
	<Emailing Stub Disabled>	09/22/2018	09222018		<u>84.25</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	84.25	0.00
Distribution Total		84.25	0.00

Vendor Total: 84.25

	DARLENE ACOSTA	10/08/2018	WFB	League of CA Cities Conference	
		10/08/2018	N		46.20
73887		09/14/2018	N	N	0.00
ACOSTAD		09/14/2018	0.00	N	0
	<Emailing Stub Disabled>	09/14/2018	09142018		<u>46.20</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-111-551.000	Conference, Travel & Meals	46.20	0.00
Distribution Total		46.20	0.00

Vendor Total: 46.20

	ALCANTAR HARDWARE INC	10/08/2018	WFB	Ant Spray	
	600 BROADWAY ST	10/08/2018	N		7.57
73917	KING CITY	09/26/2018	N	N	0.00
KCTVHARD	CA 93930	09/26/2018	0.00	N	0
	<Emailing Stub Disabled>	09/26/2018	497618		<u>7.57</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.102	Janitorial Supplies	7.57	0.00
Distribution Total		7.57	0.00

	ALCANTAR HARDWARE INC	10/08/2018	WFB	Paint	
	600 BROADWAY ST	10/08/2018	N		102.05
73918	KING CITY	09/21/2018	N	N	0.00
KCTVHARD	CA 93930	09/21/2018	0.00	N	0
	<Emailing Stub Disabled>	09/21/2018	497491		<u>102.05</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.100	Building Repairs	102.05	0.00
Distribution Total		102.05	0.00

	ALCANTAR HARDWARE INC	10/08/2018	WFB	Paint Supplies	
	600 BROADWAY ST	10/08/2018	N		24.41
73919	KING CITY	09/25/2018	N	N	0.00
KCTVHARD	CA 93930	09/25/2018	0.00	N	0
	<Emailing Stub Disabled>	09/25/2018	497602		<u>24.41</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.100	Building Repairs	24.41	0.00
Distribution Total		24.41	0.00

Vendor Total: 134.03

Edit List of Invoices - Detail w/GL

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KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
73888	ALESHIRE & WYNDER LLP	10/08/2018	WFB	General Legal Services -	11,417.00
A & W	18881 VON KARMAN AVE	10/08/2018	N		0.00
	IRVINE	09/28/2018	N	N	0.00
	CA 92612	09/28/2018	0.00	Y	0
	<Emailing Stub Disabled>	09/28/2018	48314		11,417.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	11,417.00	0.00
Distribution Total		11,417.00	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
73889	ALESHIRE & WYNDER LLP	10/08/2018	WFB	Litigation Pitches	618.17
A & W	18881 VON KARMAN AVE	10/08/2018	N		0.00
	IRVINE	09/28/2018	N	N	0.00
	CA 92612	09/28/2018	0.00	Y	0
	<Emailing Stub Disabled>	09/28/2018	48315		618.17

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	618.17	0.00
Distribution Total		618.17	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
73890	ALESHIRE & WYNDER LLP	10/08/2018	WFB	Legal Services - Personnel	1,804.00
A & W	18881 VON KARMAN AVE	10/08/2018	N		0.00
	IRVINE	09/28/2018	N	N	0.00
	CA 92612	09/28/2018	0.00	Y	0
	<Emailing Stub Disabled>	09/28/2018	48316		1,804.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	1,804.00	0.00
Distribution Total		1,804.00	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
73891	ALESHIRE & WYNDER LLP	10/08/2018	WFB	Legal Services & Planning	1,349.00
A & W	18881 VON KARMAN AVE	10/08/2018	N	Items.	0.00
	IRVINE	09/28/2018	N	N	0.00
	CA 92612	09/28/2018	0.00	Y	0
	<Emailing Stub Disabled>	09/28/2018	48317		1,349.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	1,349.00	0.00
Distribution Total		1,349.00	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
73892	ALESHIRE & WYNDER LLP	10/08/2018	WFB	Legal Services -	296.00
A & W	18881 VON KARMAN AVE	10/08/2018	N	Code Enforcement	0.00
	IRVINE	09/28/2018	N	N	0.00
	CA 92612	09/28/2018	0.00	Y	0
	<Emailing Stub Disabled>	09/28/2018	48318		296.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	296.00	0.00
Distribution Total		296.00	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
73893	ALESHIRE & WYNDER LLP	10/08/2018	WFB	Legal Services - Airport	2,242.00
A & W	18881 VON KARMAN AVE	10/08/2018	N	Agreements	0.00
	IRVINE	09/28/2018	N	N	0.00
	CA 92612	09/28/2018	0.00	Y	0
	<Emailing Stub Disabled>	09/28/2018	48319		2,242.00

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-531.000	Legal Services	2,242.00	0.00

Edit List of Invoices - Detail w/GL

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Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description 1 On Check	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Hand Check Number/Date	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?		Net Amount
	Email Address	Inv. Date				

Distribution Total						2,242.00	0.00
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73894	ALESHIRE & WYNDER LLP	10/08/2018		WFB	Legal Services - Wastewater		
	18881 VON KARMAN AVE	10/08/2018		N	Bond Refinancing		2,470.00
A & W	IRVINE	10/08/2018		N			0.00
	CA 92612	10/08/2018	0.00	Y	0		0.00
	<Emailing Stub Disabled>	10/08/2018					2,470.00

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-533.000	Contract Services	2,470.00	0.00
Distribution Total		2,470.00	0.00

Vendor Total: 20,196.17

73895	AT & T	10/08/2018		WFB	Telephone - #831386-9066 718 1		
	PO BOX 5025	10/08/2018		N			78.47
AT & T	CAROL STREAM	09/20/2018		N	N		0.00
	IL 60197-5025	09/20/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	09/20/2018	09202018				78.47

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	78.47	0.00
Distribution Total		78.47	0.00

Vendor Total: 78.47

73897	AT&T	10/08/2018		WFB	P D Line - #9391036550		
	PO BOX 9011	10/08/2018		N			19.69
AT&T - C	CAROL STREAM	09/24/2018		N	N		0.00
	IL 60197-9011	09/24/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	09/24/2018	11953134				19.69

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-536.301	911 Dispatch Services	19.69	0.00
Distribution Total		19.69	0.00

73898	AT&T	10/08/2018		WFB	911 Line		
	PO BOX 9011	10/08/2018		N	#9391048339		20.59
AT&T - C	CAROL STREAM	09/24/2018		N	N		0.00
	IL 60197-9011	09/24/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	09/24/2018	11952545				20.59

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-536.301	911 Dispatch Services	20.59	0.00
Distribution Total		20.59	0.00

73899	AT&T	10/08/2018		WFB	Telco Service -		
	PO BOX 9011	10/08/2018		N	#9391048347		182.18
AT&T - C	CAROL STREAM	09/24/2018		N	N		0.00
	IL 60197-9011	09/24/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	09/24/2018	11952546				182.18

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-541.103	Telephone	182.18	0.00
Distribution Total		182.18	0.00

Vendor Total: 222.46

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	ART BLACK	10/08/2018	WFB	Review Bldg Plans		
	P O BOX 7168	10/08/2018	N			150.00
73900	CARMEL-BY-THE-SEA	09/07/2018	N	N		0.00
CARMEL FIR	CA 93921	09/07/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/07/2018	118456			150.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	150.00	0.00
Distribution Total		150.00	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	ART BLACK	10/08/2018	WFB	Building Permit Plan Review.		
	P O BOX 7168	10/08/2018	N			150.00
73901	CARMEL-BY-THE-SEA	08/12/2018	N	N		0.00
CARMEL FIR	CA 93921	08/12/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/12/2018	118409			150.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	150.00	0.00
Distribution Total		150.00	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	ART BLACK	10/08/2018	WFB	325 Airport Rd - Underground		
	P O BOX 7168	10/08/2018	N	Fire Mains		475.00
73902	CARMEL-BY-THE-SEA	09/02/2018	N	N		0.00
CARMEL FIR	CA 93921	09/02/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/02/2018	118447			475.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	475.00	0.00
Distribution Total		475.00	0.00

Vendor Total: 775.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	CASEY PRINTING, INC.	10/08/2018	WFB	Mailer for Block Party.		
	398 E. SAN ANTONIO DRIVE	10/08/2018	N	Acct 2025		1,309.18
73904	KING CITY	09/19/2018	N	N		0.00
CASEY PRIN	CA 93930	09/19/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/19/2018	37154011			1,309.18

GL Number	Account Name	Pay Amount	Relieve Amount
10-111-535.107	Community Promotion	1,309.18	0.00
Distribution Total		1,309.18	0.00

Vendor Total: 1,309.18

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	CHALLENGER TEAMWEAR	10/08/2018	WFB	Basketball Uniforms		
	8263 FLINT STREET	10/08/2018	N			2,480.56
73905	LENEXA	09/26/2018	N	N		0.00
CHALLENG	KS 66214	09/26/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/26/2018	1004822			2,480.56

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-522.109	Uniforms	2,480.56	0.00
Distribution Total		2,480.56	0.00

Vendor Total: 2,480.56

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	FIDENCIO CID	10/08/2018	WFB	Bounce House for Block	
	109 S 3RD STREET	10/08/2018	N	Party.	100.00
73936	KING CITY	09/24/2018	N	N	0.00
RANDY	CA 93930	09/24/2018	0.00	Y	0
	<Emailing Stub Disabled>	09/24/2018	15		0.00
					100.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-111-535.107	Community Promotion	100.00	0.00
Distribution Total		100.00	0.00

Vendor Total: 100.00

	COLLEGE OF THE SEQUOIAS	10/08/2018	WFB	Perishable Skills 9/6 - 9/8	
	ATTN: CARLA MANGRUM	10/08/2018	N		315.00
73907	VISALIA	09/21/2018	N	N	0.00
COLLSEQ	CA 93277	09/21/2018	0.00	N	0
	<Emailing Stub Disabled>	09/21/2018	0110-SDL-374		0.00
					315.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-553.000	Training	315.00	0.00
Distribution Total		315.00	0.00

	COLLEGE OF THE SEQUOIAS	10/08/2018	WFB	Perishable Skills 8/16 - 8/18	
	ATTN: CARLA MANGRUM	10/08/2018	N		210.00
73908	VISALIA	09/21/2018	N	N	0.00
COLLSEQ	CA 93277	09/21/2018	0.00	N	0
	<Emailing Stub Disabled>	09/21/2018	0110-SDL-367		0.00
					210.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-553.000	Training	210.00	0.00
Distribution Total		210.00	0.00

Vendor Total: 525.00

	COUNTY OF MONTEREY	10/08/2018	WFB	July Services	
	1590 MOFFETT STREET	10/08/2018	N		1,224.16
73909	SALINAS	07/31/2018	N	N	0.00
COMINFO	CA 93905	07/31/2018	0.00	N	0
	<Emailing Stub Disabled>	07/31/2018	7/2018		0.00
					1,224.16

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-536.306	Mobile Network Connections	1,224.16	0.00
Distribution Total		1,224.16	0.00

Vendor Total: 1,224.16

	COUNTY OF MONTEREY	10/08/2018	WFB	Qtr 1 - 2 Dispatch Services	
	DEPT. OF EMERGENCY COMM.	10/08/2018	N		7,713.14
73924	SALINAS	09/26/2018	N	N	0.00
COUNTY OF	CA 93906	09/26/2018	0.00	N	0
	<Emailing Stub Disabled>	09/26/2018	2018-2019		0.00
					7,713.14

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-536.301	911 Dispatch Services	7,713.14	0.00
Distribution Total		7,713.14	0.00

Vendor Total: 7,713.14

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
73903	CSG CONSULTANTS INC 550 PILGRIM DRIVE FOSTER CITY	10/08/2018 10/08/2018 09/18/2018		WFB N N	Bldg Services	11,630.00 0.00
CSGCON	CA 94404 <Emailing Stub Disabled>	09/18/2018 09/18/2018	0.00 20477	Y	0	0.00 11,630.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	11,630.00	0.00
Distribution Total		11,630.00	0.00

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
73906	CSG CONSULTANTS INC 550 PILGRIM DRIVE FOSTER CITY	10/08/2018 10/08/2018 09/04/2018		WFB N N	Bldg Official Services	416.09 0.00
CSGCON	CA 94404 <Emailing Stub Disabled>	09/04/2018 09/04/2018	0.00 B180934	Y	0	0.00 416.09

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	416.09	0.00
Distribution Total		416.09	0.00

Vendor Total: 12,046.09

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
73910	YOVANA DELGADO 600 BISHOP #37 KING CITY	10/08/2018 10/08/2018 09/25/2018		WFB N N	Rec Center Deposit Refund.	500.00 0.00
DELGADO	CA 93930 <Emailing Stub Disabled>	09/25/2018 09/25/2018	0.00 09252018	N	0	0.00 500.00

GL Number	Account Name	Pay Amount	Relieve Amount
71-000-204.103	Rental Deposits	500.00	0.00
Distribution Total		500.00	0.00

Vendor Total: 500.00

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
73911	EIKHOF DESIGN GROUP INC 4875 EL CAMINO REAL ATASCADERO	10/08/2018 10/08/2018 10/01/2018		WFB N N	Public Works Special Projects	4,110.00 0.00
EIKHOF	CA 93422 <Emailing Stub Disabled>	10/01/2018 10/01/2018	0.00 2018-227	N	0	0.00 4,110.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-556.000	Contract Services/Rentals	616.50	0.00
15-440-538.000	Professional Services	616.50	0.00
18-412-538.000	Professional Services	2,877.00	0.00
Distribution Total		4,110.00	0.00

Vendor Total: 4,110.00

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
73914	FAILSAFE TESTING 2037 W BULLARD #523 FRESNO	10/08/2018 10/08/2018 09/19/2018		WFB N N	Ladder Testing	524.85 0.00
FAIL	CA 93711 <Emailing Stub Disabled>	09/19/2018 09/19/2018	0.00 9937	Y	0	0.00 524.85

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-543.200	Equipment Repair & Maintenance	524.85	0.00
Distribution Total		524.85	0.00

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

Vendor Total: 524.85

73915	FEDEX	10/08/2018		WFB	Express service -	
FED EXP	P.O. BOX 7221	10/08/2018		N	Env#6-308-03854	61.75
	PASADENA	09/14/2018		N	N	0.00
	CA 91109-7321	09/14/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/14/2018	6-308-03854			61.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.101	Postage	61.75	0.00
Distribution Total		61.75	0.00

73916	FEDEX	10/08/2018		WFB	Items for City Attorney	
FED EXP	P.O. BOX 7221	10/08/2018		N	Signature.	32.73
	PASADENA	09/21/2018		N	N	0.00
	CA 91109-7321	09/21/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/21/2018	6-314-09366			32.73

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-521.101	Postage	32.73	0.00
Distribution Total		32.73	0.00

Vendor Total: 94.48

73912	FIRST ALARM, INC	10/08/2018		WFB	Services - #12486	
FIRST AL	1111 ESTATES DRIVE	10/08/2018		N		210.00
	APTOS	09/18/2018		N	N	0.00
	CA 95003	09/18/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/18/2018	423950			210.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.112	Fire Extinguishers	210.00	0.00
Distribution Total		210.00	0.00

73913	FIRST ALARM, INC	10/08/2018		WFB	Fire Alarm Services - #12486	
FIRST AL	1111 ESTATES DRIVE	10/08/2018		N		364.62
	APTOS	07/15/2018		N	N	0.00
	CA 95003	07/15/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/15/2018	409579			364.62

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.112	Fire Extinguishers	364.62	0.00
Distribution Total		364.62	0.00

Vendor Total: 574.62

73921	KCHS MUSTANG BENCH	10/08/2018		WFB	Advertising	
KCHSMB	P O BOX 410	10/08/2018		N		225.00
	KING CITY	09/19/2018		N	N	0.00
	CA 93930	09/19/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2018	1807			225.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-535.111	Advertising	225.00	0.00
Distribution Total		225.00	0.00

Vendor Total: 225.00

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
73949	KEY EVIDENCE LOCK & SAFE INC 2343 W. WHITENDALE AVE VISALIA	10/08/2018 10/08/2018 09/18/2018		WFB N N	New Locks and Keys	9,710.24 0.00
KEYEVID	CA 93277 <Emailing Stub Disabled>	09/18/2018 09/18/2018	0.00 124797	N	0	0.00 9,710.24

GL Number	Account Name	Pay Amount	Relieve Amount
13-312-533.000	Contract Services	9,710.24	0.00
Distribution Total		9,710.24	0.00

Vendor Total: 9,710.24

73920	KING CITY CHAMBER OF COMME 200 BROADWAY SUITE 40 KING CITY	10/08/2018 10/08/2018 09/18/2018		WFB N N	Community Resource Fair Booth Fee.	50.00 0.00
KC CHAMBEF	CA 93930 <Emailing Stub Disabled>	09/18/2018 09/18/2018	0.00 61111	N	0	0.00 50.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-111-535.107	Community Promotion	50.00	0.00
Distribution Total		50.00	0.00

Vendor Total: 50.00

73922	KING CITY COMMUNICATIONS CC ATTN: MICHELLE FAHNOE SAN LUIS OBISPO	10/08/2018 10/08/2018 09/08/2018		WFB N N	Ad - August	166.66 0.00
KRKC	CA 93401 <Emailing Stub Disabled>	09/08/2018 09/08/2018	0.00 1880002254	N	0	0.00 166.66

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-535.111	Advertising	166.66	0.00
Distribution Total		166.66	0.00

Vendor Total: 166.66

73934	LOS COCHES ANIMAL HOSPITAL 4TH & NESTLE RD., BOX 125 SOLEDAD	10/08/2018 10/08/2018 09/06/2018		WFB N N	Vet Services	32.00 0.00
LCAH	CA 93960 <Emailing Stub Disabled>	09/06/2018 09/06/2018	0.00 157492	Y	0	0.00 32.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-538.304	Veterinary Services	32.00	0.00
Distribution Total		32.00	0.00

Vendor Total: 32.00

73923	ROBERT MASTERSON MASTERSON	10/08/2018 10/08/2018 09/17/2018		WFB N N	Echlon Front Leadership.	150.00 0.00
	<Emailing Stub Disabled>	09/17/2018 09/17/2018	0.00 09172018	N	0	0.00 150.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-553.000	Training	150.00	0.00
Distribution Total		150.00	0.00

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	City	Disc. Date	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

Vendor Total: 150.00

73927	MBASIA	10/08/2018	WFB	Liability Claim	
	100 PINE STREET, 11TH FLOOR	10/08/2018	N		840.90
M BASIA	SAN FRANCISCO	09/27/2018	N	N	0.00
	CA 94111	09/27/2018	0.00	0	0.00
	<Emailing Stub Disabled>	09/27/2018	MBA16-0317		840.90

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-555.102	Liability Claims (SIR)	840.90	0.00
Distribution Total		840.90	0.00

73928	MBASIA	10/08/2018	WFB	Liability Claim -	
	100 PINE STREET, 11TH FLOOR	10/08/2018	N		1,067.80
M BASIA	SAN FRANCISCO	09/27/2018	N	N	0.00
	CA 94111	09/27/2018	0.00	0	0.00
	<Emailing Stub Disabled>	09/27/2018	MBA17-1028		1,067.80

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-555.102	Liability Claims (SIR)	1,067.80	0.00
Distribution Total		1,067.80	0.00

73929	MBASIA	10/08/2018	WFB	Liability Claim	
	100 PINE STREET, 11TH FLOOR	10/08/2018	N		700.20
M BASIA	SAN FRANCISCO	09/27/2018	N	N	0.00
	CA 94111	09/27/2018	0.00	0	0.00
	<Emailing Stub Disabled>	09/27/2018	MBA16-0317#3		700.20

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-555.102	Liability Claims (SIR)	700.20	0.00
Distribution Total		700.20	0.00

Vendor Total: 2,608.90

73925	MONTEREY COUNTY TAX COLLE	10/08/2018	WFB	Property Taxes -	
	PO BOX 891	10/08/2018	N	#026-351-030-000	452.98
MOCO TAX	SALINAS	09/20/2018	N	N	0.00
	CA 93902-0891	09/20/2018	0.00	0	0.00
	<Emailing Stub Disabled>	09/20/2018	026-351-030		452.98

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-544.101	Property Taxes	452.98	0.00
Distribution Total		452.98	0.00

73926	MONTEREY COUNTY TAX COLLE	10/08/2018	WFB	Property Taxes -	
	PO BOX 891	10/08/2018	N	#026-351-027-000	6,694.28
MOCO TAX	SALINAS	09/20/2018	N	N	0.00
	CA 93902-0891	09/20/2018	0.00	0	0.00
	<Emailing Stub Disabled>	09/20/2018	026-351-027		6,694.28

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-544.101	Property Taxes	6,694.28	0.00
Distribution Total		6,694.28	0.00

Vendor Total: 7,147.26

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
	OFFICE DEPOT	10/08/2018		WFB	Chair for Report Writing Room	
	P O BOX 29248	10/08/2018		N		227.30
73930	PHOENIX	09/20/2018		N	N	0.00
OFFICE DEP	AZ 85038-9248	09/20/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/20/2018	207027862001			227.30

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-523.100	Office Equipment	227.30	0.00
Distribution Total		227.30	0.00

Vendor Total: 227.30

	PACIFIC GAS AND ELECTRIC CO.	10/08/2018		WFB	Gas & Electricity	
	P.O. BOX 997300	10/08/2018		N	#2351260399-6	82.24
73931	SACRAMENTO	09/27/2018		N	N	0.00
PG&E	CA 95899-7300	09/27/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/27/2018	0927			82.24

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-541.102	Gas & Electricity	82.24	0.00
Distribution Total		82.24	0.00

Vendor Total: 82.24

	PITNEY BOWES GLOBAL	10/08/2018		WFB	Postage Lease	
	P O BOX 371887	10/08/2018		N	#0013093423	306.42
73932	PITTSBURGH	09/18/2018		N	N	0.00
PBGFS	PA 15250-7887	09/18/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/18/2018	3102459331			306.42

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.101	Postage	306.42	0.00
Distribution Total		306.42	0.00

Vendor Total: 306.42

	QUILL CORPORATION	10/08/2018		WFB	Office Supplies	
	PO BOX 37600	10/08/2018		N		113.79
73933	PHILADELPHIA	09/25/2018		N	N	0.00
QUILL CORP	PA 19101-0600	09/25/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/25/2018	1458432			113.79

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.102	Copier Supplies	30.99	0.00
10-311-521.000	Office Supplies	82.80	0.00
Distribution Total		113.79	0.00

Vendor Total: 113.79

	ROLANDO RIVERA	10/08/2018		WFB	Translation Services	
	P O BOX 195	10/08/2018		N		520.00
73935	KING CITY	09/05/2018		N	N	0.00
RIVERAR	CA 93930	09/05/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/05/2018	18 2053			520.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-539.999	Budget Contingency	520.00	0.00
Distribution Total		520.00	0.00

Edit List of Invoices - Detail w/GL

Oct 8, 2018 (FY 2018-19)

Date: 10/08/2018

Time: 11:27 am

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KING CITY CITY HALL

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	

Vendor Total: 520.00

73938	SALINAS VALLEY SOLID WASTE 128 SUN STREET SALINAS	10/08/2018 10/08/2018 10/02/2018		WFB N N	Annual Franchise Admin Fee FY 2018-19	4,011.66 0.00
SVSWA	CA 93901-3751 <Emailing Stub Disabled>	10/02/2018 10/02/2018	0.00 FY2018-19-Q1	N N	0	0.00 4,011.66

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-535.000	Consultants	4,011.66	0.00
Distribution Total		4,011.66	0.00

Vendor Total: 4,011.66

73939	TIFFANY SINGH 502 KING ST KING CITY	10/08/2018 10/08/2018 09/25/2018		WFB N N	Reimbursement - Halloween event.	123.24 0.00
SINGH	CA 93930 <Emailing Stub Disabled>	09/25/2018 09/25/2018	0.00 09252018	N N	0	0.00 123.24

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-522.000	Operating Supplies	123.24	0.00
Distribution Total		123.24	0.00

Vendor Total: 123.24

73937	SPEAKWRITE BILLING DEPT 6011 WEST COURTYARD DRIVE AUSTIN	10/08/2018 10/08/2018 10/01/2018		WFB N N	Services - Acct #GrpLEKCPD1	151.47 0.00
SPEAK	TX 78730 <Emailing Stub Disabled>	10/01/2018 10/01/2018	0.00 cf2adb90	N N	0	0.00 151.47

GL Number	Account Name	Pay Amount	Relieve Amount
13-312-533.000	Contract Services	151.47	0.00
Distribution Total		151.47	0.00

Vendor Total: 151.47

73940	THE SPCA FOR MONTEREY COUI P O BOX 3058 MONTEREY	10/08/2018 10/08/2018 08/31/2018		WFB N N	Aug 2018 Fees	4,340.00 0.00
SPCA	CA 93942 <Emailing Stub Disabled>	08/31/2018 08/31/2018	0.00 08-18	N N	0	0.00 4,340.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-538.304	Veterinary Services	4,340.00	0.00
Distribution Total		4,340.00	0.00

Vendor Total: 4,340.00

73941	CANNON THOMAS 51640 PINE CANYON ROAD KING CITY	10/08/2018 10/08/2018 09/25/2018		WFB N N	Open Gym	165.00 0.00
THOMASC	CA 93930 <Emailing Stub Disabled>	09/25/2018 09/25/2018	0.00 09252018	Y N	0	0.00 165.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-538.110	Sports Officials	165.00	0.00

Edit List of Invoices - Detail w/GL

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Date: 10/08/2018

Time: 11:27 am

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KING CITY CITY HALL

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	

Distribution Total						165.00	0.00
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Vendor Total: 165.00

73943	TORO PETROLEUM CORP. 308 W. MARKET ST. SALINAS	10/08/2018 10/08/2018 09/30/2018		WFB N N	Gasoline - #1679		1,072.41
TORO	CA 93901 <Emailing Stub Disabled>	09/30/2018 09/30/2018	0.00 CL11835	N N	0		0.00 0.00 1,072.41

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-543.302	Gasoline	38.58	0.00
10-321-543.302	Gasoline	91.29	0.00
10-422-543.302	Gasoline	50.39	0.00
10-426-543.302	Gasoline	200.48	0.00
10-426-543.302	Gasoline	119.74	0.00
22-423-543.302	Gasoline	399.44	0.00
10-161-543.302	Gasoline	172.49	0.00
Distribution Total		1,072.41	0.00

73944	TORO PETROLEUM CORP. 308 W. MARKET ST. SALINAS	10/08/2018 10/08/2018 09/15/2018		WFB N N	Gasoline - #6835		1,720.44
TORO	CA 93901 <Emailing Stub Disabled>	09/15/2018 09/15/2018	0.00 CL11626	N N	0		0.00 0.00 1,720.44

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.302	Gasoline	1,720.44	0.00
Distribution Total		1,720.44	0.00

Vendor Total: 2,792.85

73942	TRANSUNION RISK AND ALTERN/ DATA SOLUTIONS, INC DALLAS	10/08/2018 10/08/2018 10/01/2018		WFB N N	Monthly Services		68.00
TRANSU	TX 75320-9047 <Emailing Stub Disabled>	10/01/2018 10/01/2018	0.00 10012018	Y N	0		0.00 0.00 68.00

GL Number	Account Name	Pay Amount	Relieve Amount
13-312-533.001	Intervention & Prevention	68.00	0.00
Distribution Total		68.00	0.00

Vendor Total: 68.00

73945	VERIZON WIRELESS P.O. BOX 660108 DALLAS	10/08/2018 10/08/2018 09/15/2018		WFB N N	Cell Phones - #842068026-00001		1,932.43
VERIZON WI	TX 75266-0108 <Emailing Stub Disabled>	09/15/2018 09/15/2018	0.00 9814729437	N N	0		0.00 0.00 1,932.43

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-541.108	Cellular Telephone	1,932.43	0.00
Distribution Total		1,932.43	0.00

73948	VERIZON WIRELESS P.O. BOX 660108 DALLAS	10/08/2018 10/08/2018 09/12/2018		WFB N N	Cell Phones - #316524625-00001		178.04
VERIZON WI	TX 75266-0108 <Emailing Stub Disabled>	09/12/2018 09/12/2018	0.00 9814518294	N N	0		0.00 0.00 178.04

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KING CITY CITY HALL

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-541.108	Cellular Telephone	51.84	0.00
10-161-541.108	Cellular Telephone	0.18	0.00
10-321-541.108	Cellular Telephone	28.38	0.00
10-422-541.108	Cellular Telephone	72.40	0.00
10-621-541.108	Cellular Telephone	25.24	0.00
Distribution Total		178.04	0.00

Vendor Total: 2,110.47

	ZUMAR INDUSTRIES INC.	10/08/2018		WFB	Stop Sign Replacements.	
	12015 STEELE STREET SOUTH	10/08/2018		N		4,162.73
73946	TACOMA	08/16/2018		N	N	0.00
ZUMAR	WA 98444-1300	08/16/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/16/2018	0178817			4,162.73

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-543.000	Repair & Maintenance	4,162.73	0.00
Distribution Total		4,162.73	0.00

	ZUMAR INDUSTRIES INC.	10/08/2018		WFB	Street Signs	
	12015 STEELE STREET SOUTH	10/08/2018		N		475.54
73947	TACOMA	07/30/2018		N	N	0.00
ZUMAR	WA 98444-1300	07/30/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/30/2018	0178478			475.54

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.122	Supplies-Street Signs	475.54	0.00
Distribution Total		475.54	0.00

Vendor Total: 4,638.27

Grand Total:	92,479.43
Less Credit Memos:	0.00
Net Total:	92,479.43
Less Hand Check Total:	0.00
Outstanding Invoice Total:	92,479.43

Total Invoices: 63



Item No. 9(C)

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: OCTOBER 23, 2018

TO: HONORABLE CHAIR AND MEMBERS OF THE AUTHORITY

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF MONTHLY TREASURER'S REPORT –
JUNE 2018**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances." The Public Finance Authority was used for the issuance of the Sewer Enterprise Bonds.

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds. The Authority currently invests its funds with the Local Agency Investment Fund (LAIF) Program, administered by the State of California Treasurer's office, as well as bank CD's and instruments issued by agencies of the United States Government. A summary of investments and returns for the Financing Authority is provided in the attached report.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

**CITY COUNCIL/PUBLIC FINANCING AUTHORITY
MONTHLY TREASURER'S REPORT – JUNE 2018
OCTOBER 23, 2018
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Provide other direction to staff regarding requests for additional Receive and file the report; or
2. Information.

Exhibits:

1. Investment Report

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
June 30, 2018

Investment Instrument	Yield	Amount	Maturity	Value
Invested by City Treasurer				
	Investment Type			
Wells Fargo Bank	Checking Account	500.00	On Demand	N/R
State of California LAIF- Financing Authority (1)	Debt Service	1.90%	On Demand	8.56
Invested by City Treasurer (Subtotal):		508.56		
Invested by Trustee (as of June 2018 Statement)				
<u>Wells Fargo Bank - Sewer Bonds (1)</u>				
Wells Fargo Bank	Installment Payment Fund	0.00	09/01/38	N/R
Wells Fargo Bank	Reserve Fund	343,142.48	09/01/38	N/R
Wells Fargo Bank	Interest Account	68.37	09/01/38	N/R
Wells Fargo Bank	Principal Account	3.19	09/01/38	N/R
Piper Investments		0.00	Varies	
ProEquities Investments		0.00		
Invested by Trustee/Treasurer (Subtotal):		343,214.04		
Total Cash and Investments		343,722.60		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 10/23/18. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

Note:
(1) Debt Service



Item No. 9(D)

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: OCTOBER 23, 2018

TO: HONORABLE CHAIR AND MEMBERS OF THE AUTHORITY

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF MONTHLY TREASURER'S REPORT –
JULY 2018**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances." The Public Finance Authority was used for the issuance of the Sewer Enterprise Bonds.

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds. The Authority currently invests its funds with the Local Agency Investment Fund (LAIF) Program, administered by the State of California Treasurer's office, as well as bank CD's and instruments issued by agencies of the United States Government. A summary of investments and returns for the Financing Authority is provided in the attached report.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

**CITY COUNCIL/PUBLIC FINANCING AUTHORITY
MONTHLY TREASURER'S REPORT – JULY 2018
OCTOBER 23, 2018
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Provide other direction to staff regarding requests for additional Receive and file the report; or
2. Information.

Exhibits:

1. Investment Report

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
July 31, 2018

Investment Instrument	Yield	Amount	Maturity	Value
Invested by City Treasurer				
	Investment Type			
Wells Fargo Bank		477.47	On Demand	N/R
State of California LAIF- Financing Authority (1)	1.90%	8.60	On Demand	N/R
Invested by City Treasurer (Subtotal):		486.07		
Invested by Trustee (as of July 2018 Statement)				
Wells Fargo Bank - Sewer Bonds (1)				
Wells Fargo Bank		0.00	09/01/38	N/R
Wells Fargo Bank		343,535.17	09/01/38	N/R
Wells Fargo Bank		68.45	09/01/38	N/R
Wells Fargo Bank		3.19	09/01/38	N/R
Piper Investments		0.00	Varies	
ProEquities Investments		0.00		
Invested by Trustee/Treasurer (Subtotal):		343,606.81		
Total Cash and Investments		344,092.88		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 10/23/18. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

Note:
(1) Debt Service



Item No. 9(E)

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: OCTOBER 23, 2018
TO: HONORABLE CHAIR AND MEMBERS OF THE AUTHORITY
FROM: MIKE HOWARD, FINANCE DIRECTOR
RE: CONSIDERATION OF MONTHLY TREASURER'S REPORT –
AUGUST 2018

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances." The Public Finance Authority was used for the issuance of the Sewer Enterprise Bonds.

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds. The Authority currently invests its funds with the Local Agency Investment Fund (LAIF) Program, administered by the State of California Treasurer's office, as well as bank CD's and instruments issued by agencies of the United States Government. A summary of investments and returns for the Financing Authority is provided in the attached report.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

**CITY COUNCIL/PUBLIC FINANCING AUTHORITY
MONTHLY TREASURER'S REPORT – AUGUST 2018
OCTOBER 23, 2018
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Provide other direction to staff regarding requests for additional Receive and file the report; or
2. Information.

Exhibits:

1. Investment Report

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
August 31, 2018

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
	Investment Type				
Wells Fargo Bank	Checking Account		455.29	On Demand	N/R
State of California LAIF- Financing Authority (1)	Debt Service	1.90%	8.60	On Demand	N/R
Invested by City Treasurer (Subtotal):			463.89		
Invested by Trustee (as of August 2018 Statement)					
<u>Wells Fargo Bank - Sewer Bonds (1)</u>					
Wells Fargo Bank	Installment Payment Fund		0.00	09/01/38	N/R
Wells Fargo Bank	Reserve Fund		343,964.48	09/01/38	N/R
Wells Fargo Bank	Interest Account		114,505.63	09/01/38	N/R
Wells Fargo Bank	Principal Account		110,000.00	09/01/38	N/R
Piper Investments			0.00	Varies	
ProEquities Investments			0.00		
Invested by Trustee/Treasurer (Subtotal):			568,470.11		
Total Cash and Investments			568,934.00		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 10/23/18. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

Note:
(1) Debt Service



Item No. 9 (F)

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: OCTOBER 23, 2018
TO: HONORABLE CHAIR AND MEMBERS OF THE AUTHORITY
FROM: MIKE HOWARD, FINANCE DIRECTOR
RE: CONSIDERATION OF MONTHLY TREASURER'S REPORT –
SEPTEMBER 2018

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances." The Public Finance Authority was used for the issuance of the Sewer Enterprise Bonds.

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds. The Authority currently invests its funds with the Local Agency Investment Fund (LAIF) Program, administered by the State of California Treasurer's office, as well as bank CD's and instruments issued by agencies of the United States Government. A summary of investments and returns for the Financing Authority is provided in the attached report.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

- No Environmental Review required for this item.

**CITY COUNCIL/PUBLIC FINANCING AUTHORITY
MONTHLY TREASURER'S REPORT – SEPTEMBER 2018
OCTOBER 23, 2018
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Provide other direction to staff regarding requests for additional Receive and file the report; or
2. Information.

Exhibits:

1. Investment Report

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
September 30, 2018

Investment Instrument	Investment Type	Yield	Amount	Maturity	Value
Invested by City Treasurer					
Wells Fargo Bank	Checking Account		419.29	On Demand	N/R
State of California LAIF- Financing Authority (1)	Debt Service	1.90%	8.60	On Demand	N/R
Invested by City Treasurer (Subtotal):			427.89		
Invested by Trustee (as of September 2018 Statement)					
<u>Wells Fargo Bank - Sewer Bonds (1)</u>					
Wells Fargo Bank	Installment Payment Fund		0.00	09/01/38	N/R
Wells Fargo Bank	Reserve Fund		435.62	09/01/38	N/R
Wells Fargo Bank	Interest Account		14.38	09/01/38	N/R
Wells Fargo Bank	Principal Account		13.74	09/01/38	N/R
<u>Wells Fargo Bank - 2018 Sewer Bonds (1)</u>					
Wells Fargo Bank	Bond Fund		0.00	09/01/38	N/R
Wells Fargo Bank	Interest Fund		0.00	09/01/38	N/R
Wells Fargo Bank	Sinking Fund		0.00	09/01/38	N/R
Wells Fargo Bank	Cost of Issuance Fund		2,750.13	09/01/38	N/R
Wells Fargo Bank	2009 Escrow Fund		4,260,554.35	09/01/38	N/R
Piper Investments			0.00	Varies	
ProEquities Investments			0.00		
Invested by Trustee/Treasurer (Subtotal):			4,263,768.22		
Total Cash and Investments			4,264,196.11		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 10/23/18. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

Note:
(1) Debt Service



Item No. 9(G)

REPORT TO THE SUCCESS AGENCY TO THE CITY OF KING CDA

DATE: OCTOBER 23, 2018
TO: HONORABLE CHAIRMAN AND BOARD MEMBERS
FROM: MIKE HOWARD, FINANCE DIRECTOR
RE: CONSIDERATION OF SUCCESSOR AGENCY MONTHLY
TREASURER'S REPORT – JUNE 2018

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances."

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds, including successor agencies. The Successor Agency invests its bond proceeds in US Treasury obligations. All bond reserve funds are held by one bond trustee, U.S. Bank, and invested in accordance with the trustee agreement. The Successor Agency has three tax allocation bonds (TABs) issued. Yield, maturity and investment amount (proceeds) are itemized on the Successor Agency Schedule of Cash and Investments for the Agency.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

**SUCCESSOR AGENCY TO THE CITY OF KING CDA
SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT – JUNE 2018
OCTOBER 23, 2018
PAGE 2 OF 2**

The following alternatives are provided for Council consideration:

1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

Exhibits:

1. Investment Report

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
June 30, 2018

Investment Instrument	Yield	Amount	Maturity	Value
Invested by City Treasurer				
	Investment Type			
Wells Fargo Bank		864,094.84	On Demand	N/R
Invested by City Treasurer (Subtotal):		864,094.84		
Invested by Trustee (as of June 2018 Statement)				
<u>U.S. Bank 2011 TAR B (1)</u>				
US Bank Money Market		5,492,887.46	08/01/34	N/R
<u>U.S. Bank 2016 A & B TAR B (1)</u>				
US Bank Money Market		225,538.00	03/31/25	N/R
US Bank Money Market		105,335.08	03/31/25	N/R
US Bank Money Market		0.00	03/31/25	N/R
<u>U.S. Bank 2016 TAR B (1)</u>				
US Bank Money Market		94,536.69	03/31/25	N/R
US Bank Money Market		843.80	03/31/25	N/R
US Bank Money Market		0.00	03/31/25	N/R
US Bank Money Market		319,736.45	03/31/25	N/R
US Bank Money Market		0.00	03/31/25	N/R
US Bank Money Market		0.00	03/31/25	N/R
Market Value Provided by U.S. Bank Trustee				
Invested by Trustee/Treasurer (Subtotal):		6,238,877.48		
Total Cash and Investments		7,102,972.32		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 10/23/18. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

Note:
(1) Debt Service



Item No. 9(H)

REPORT TO THE SUCCESS AGENCY TO THE CITY OF KING CDA

DATE: OCTOBER 23, 2018

TO: HONORABLE CHAIRMAN AND BOARD MEMBERS

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF SUCCESSOR AGENCY MONTHLY
TREASURER'S REPORT – JULY 2018**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances."

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds, including successor agencies. The Successor Agency invests its bond proceeds in US Treasury obligations. All bond reserve funds are held by one bond trustee, U.S. Bank, and invested in accordance with the trustee agreement. The Successor Agency has three tax allocation bonds (TABs) issued. Yield, maturity and investment amount (proceeds) are itemized on the Successor Agency Schedule of Cash and Investments for the Agency.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

**SUCCESSOR AGENCY TO THE CITY OF KING CDA
SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT – JULY 2018
OCTOBER 23, 2018
PAGE 2 OF 2**

The following alternatives are provided for Council consideration:

1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

Exhibits:

1. Investment Report

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
July 31, 2018

Investment Instrument	Yield	Amount	Maturity	Value
Invested by City Treasurer				
	Investment Type			
Wells Fargo Bank	Checking Account	864,094.84	On Demand	N/R
Invested by City Treasurer (Subtotal):		864,094.84		
Invested by Trustee (as of July 2018 Statement)				
<u>U.S. Bank 2011 TAR B (1)</u>				
US Bank Money Market	Escrow Fund	5,492,887.46	08/01/34	N/R
<u>U.S. Bank 2016 A & B TAR B (1)</u>				
US Bank Money Market	Debt Service Fund	225,564.27	03/31/25	N/R
US Bank Money Market	Interest Account Fund	105,348.17	03/31/25	N/R
US Bank Money Market	Cost of Issuance Fund	0.00	03/31/25	N/R
<u>U.S. Bank 2016 TAR B (1)</u>				
US Bank Money Market	Debt Service Fund	94,547.70	03/31/25	N/R
US Bank Money Market	Interest Account Fund	843.97	03/31/25	N/R
US Bank Money Market	Sinking Account Fund	0.00	03/31/25	N/R
US Bank Money Market	Reserve Account Fund	319,802.15	03/31/25	N/R
US Bank Money Market	Cost of Issuance Fund	0.00	03/31/25	N/R
US Bank Money Market	Escrow Fund	0.00	03/31/25	N/R
Market Value Provided by U.S. Bank Trustee				
Invested by Trustee/Treasurer (Subtotal):		6,238,993.72		
Total Cash and Investments		7,103,088.56		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 10/23/18. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

Note:
(1) Debt Service



Item No. 9(I)

REPORT TO THE SUCCESS AGENCY TO THE CITY OF KING CDA

DATE: OCTOBER 23, 2018

TO: HONORABLE CHAIRMAN AND BOARD MEMBERS

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF SUCCESSOR AGENCY MONTHLY
TREASURER'S REPORT – AUGUST 2018**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances."

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds, including successor agencies. The Successor Agency invests its bond proceeds in US Treasury obligations. All bond reserve funds are held by one bond trustee, U.S. Bank, and invested in accordance with the trustee agreement. The Successor Agency has three tax allocation bonds (TABs) issued. Yield, maturity and investment amount (proceeds) are itemized on the Successor Agency Schedule of Cash and Investments for the Agency.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

**SUCCESSOR AGENCY TO THE CITY OF KING CDA
SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT – AUGUST 2018
OCTOBER 23, 2018
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

Exhibits:

1. Investment Report

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
August 31, 2018

Investment Instrument	Yield	Amount	Maturity	Value
Invested by City Treasurer				
	Investment Type			
Wells Fargo Bank	Checking Account	864,094.84	On Demand	N/R
Invested by City Treasurer (Subtotal):		864,094.84		
Invested by Trustee (as of August 2018 Statement)				
<u>U.S. Bank 2011 TAR B (1)</u>				
US Bank Money Market	Escrow Fund	5,212,366.53	08/01/34	N/R
<u>U.S. Bank 2016 A & B TAR B (1)</u>				
US Bank Money Market	Debt Service Fund	83.43	03/31/25	N/R
US Bank Money Market	Interest Account Fund	39.79	03/31/25	N/R
US Bank Money Market	Cost of Issuance Fund	0.00	03/31/25	N/R
<u>U.S. Bank 2016 TAR B (1)</u>				
US Bank Money Market	Debt Service Fund	180,001.26	03/31/25	N/R
US Bank Money Market	Interest Account Fund	37,069.94	03/31/25	N/R
US Bank Money Market	Sinking Account Fund	0.00	03/31/25	N/R
US Bank Money Market	Reserve Account Fund	319,500.00	03/31/25	N/R
US Bank Money Market	Cost of Issuance Fund	0.00	03/31/25	N/R
US Bank Money Market	Escrow Fund	0.00	03/31/25	N/R
Market Value Provided by U.S. Bank Trustee				
Invested by Trustee/Treasurer (Subtotal):		5,749,060.95		
Total Cash and Investments		6,613,155.79		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 10/23/18. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

Note:
(1) Debt Service



Item No. 9(J)

REPORT TO THE SUCCESS AGENCY TO THE CITY OF KING CDA

DATE: OCTOBER 23, 2018

TO: HONORABLE CHAIRMAN AND BOARD MEMBERS

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF SUCCESSOR AGENCY MONTHLY
TREASURER'S REPORT – SEPTEMBER 2018**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances."

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds, including successor agencies. The Successor Agency invests its bond proceeds in US Treasury obligations. All bond reserve funds are held by one bond trustee, U.S. Bank, and invested in accordance with the trustee agreement. The Successor Agency has three tax allocation bonds (TABs) issued. Yield, maturity and investment amount (proceeds) are itemized on the Successor Agency Schedule of Cash and Investments for the Agency.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

**SUCCESSOR AGENCY TO THE CITY OF KING CDA
SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT – SEPTEMBER
2018
OCTOBER 23, 2018
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

Exhibits:

1. Investment Report

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
September 30, 2018

Investment Instrument	Yield	Amount	Maturity	Value
Invested by City Treasurer				
	Investment Type			
Wells Fargo Bank	Checking Account	738,326.59	On Demand	N/R
Invested by City Treasurer (Subtotal):		738,326.59		
Invested by Trustee (as of September 2018 Statement)				
<u>U.S. Bank 2011 TARB (1)</u>				
US Bank Money Market	Escrow Fund	5,212,366.53	08/01/34	N/R
<u>U.S. Bank 2016 A & B TARB (1)</u>				
US Bank Money Market	Debt Service Fund	83.45	03/31/25	N/R
US Bank Money Market	Interest Account Fund	39.80	03/31/25	N/R
US Bank Money Market	Cost of Issuance Fund	0.00	03/31/25	N/R
<u>U.S. Bank 2016 TARB (1)</u>				
US Bank Money Market	Debt Service Fund	29.16	03/31/25	N/R
US Bank Money Market	Interest Account Fund	384.59	03/31/25	N/R
US Bank Money Market	Sinking Account Fund	0.00	03/31/25	N/R
US Bank Money Market	Reserve Account Fund	319,581.50	03/31/25	N/R
US Bank Money Market	Cost of Issuance Fund	0.00	03/31/25	N/R
US Bank Money Market	Escrow Fund	0.00	03/31/25	N/R
Market Value Provided by U.S. Bank Trustee				
Invested by Trustee/Treasurer (Subtotal):		5,532,485.03		
Total Cash and Investments		6,270,811.62		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 10/23/18. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

Note:
(1) Debt Service



Item No. 9(K)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 23, 2018

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF CONTRACT SERVICES AGREEMENT
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT WRITING, ADMINISTRATION AND LABOR
COMPLIANCE**

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a contract services agreement with the Adams Ashby Group for Community Development Block Grant (CDBG) grant writing, administration and labor compliance; and 2) authorize the City Manager to make non-substantive changes as necessary approved as to form by the City Attorney.

BACKGROUND:

In 2017, the City submitted a CDBG application for approximately \$4,400,000 for sidewalk improvements, \$500,000 for the ProYouth HEART after-school expanded learning program, and \$100,000 for environmental review for the proposed Wastewater Treatment Plant Upgrade project. Staff prepared and distributed a Request for Proposal (RFP) to hire consultant services to assist the City in both preparation of the grant application and administration of the grant if it was awarded. A contract services agreement with Adams Ashby Group was approved by the City Council at the October 10, 2017 meeting. Approval was received for the \$500,000 for the ProYouth HEART after-school expanded learning program, but the other two requests were not successful.

City staff and the consultant reviewed scoring of the application with State Housing and Community Development Department (HCD) staff and identified areas where a future application could be improved for the sidewalk project. Normally, 50% of the grant must be expended prior to submitting another application. However, it was determined that a waiver may be requested to

**CITY COUNCIL
CONSIDERATION OF CONTRACT SERVICES AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) GRANT WRITING,
ADMINISTRATION AND LABOR COMPLIANCE
OCTOBER 23, 2018
PAGE 2 OF 3**

submit another application for the public improvement funds since that portion of the grant request was not approved.

Staff recommends submitting another application this year for approximately \$3,000,000 for sidewalk improvements. In addition, since only one proposal was received last year in response to the RFP for grant administration and labor compliance services, it was determined that the selection process did not meet HCD requirements. Therefore, the contract services agreement was terminated and a new RFP was issued for grant writing for the 2018 CDBG application and administration/labor compliance for both the 2017 and 2018 CDBG grant process.

DISCUSSION:

The RFP was distributed to seven firms. This time, two proposals were received from the following firms:

- Adams Ashby Group
- Chris Westlake Consulting

The proposals were evaluated by a Review Committee consisting of the City Manager, City Engineer and Assistant Planner. They were reviewed based on the following criteria:

- Experience, expertise and qualifications
- Ability to achieve program goals
- Cost proposal
- Demonstrated knowledge and understanding of King City's needs
- Degree to which proposal meets City's overall needs

Based on that evaluation, the Review Committee recommends the City Council approve a contract services agreement with Adams Ashby Group. A copy of the contract, RFP and proposal are attached.

COST ANALYSIS:

The cost of preparing the grant application is \$3,000, which can be funded from the FY 2018-19 budget. The cost of labor compliance is 2% of the project award total and general administration services is 6% of the award total, which will be paid entirely from the grant funds.

**CITY COUNCIL
CONSIDERATION OF CONTRACT SERVICES AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) GRANT WRITING,
ADMINISTRATION AND LABOR COMPLIANCE
OCTOBER 23, 2018
PAGE 3 OF 3**

ENVIRONMENTAL REVIEW:

The contract for grant assistance is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. Environmental review has already been completed for the sidewalk plan when it was approved. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve the Agreement;
3. Do not approve the Agreement; or
4. Provide other direction to staff.

Exhibits:

1. Contract Services Agreement with Adams Ashby Group
2. RFP
3. Adams Ashby Group Proposal

Prepared and Approved by:



Steven Adams, City Manager

**CITY OF KING
CONTRACT SERVICES AGREEMENT FOR**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2018, by and between the CITY OF KING, a California municipal corporation ("City") and Adams Ashby Group, Inc. (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1. Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2. Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3. Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4. Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses

incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services

but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Lorie Adams is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4. Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

(e) Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this

Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further

warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

ADAMS ASHBY GROUP

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p align="center">TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p align="center">TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p align="center">NUMBER OF PAGES</p> <p>_____</p> <p align="center">DATE OF DOCUMENT</p> <p>_____</p> <p align="center">SIGNER(S) OTHER THAN NAMED ABOVE</p>
<p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Work to be performed by the consultant shall include the activities under Item A for the City of King 2018 State of California CDBG application. The Scope of Work shall also include Items B through U for the City of King 2017 State of California CDBG grant that has been awarded and for the 2018 CDBG grant contingent upon it being awarded:

- A. CONSULTANT shall prepare the 2018 State of California CDBG application for the City, present the application to the City Council at a public hearing for consideration, and submit the application to the State pursuant to all State and Federal requirements.
- B. CONSULTANT shall ensure proper completion and submission of all financial and performance reports required by the program (i.e., monthly, quarterly, annual, close-out, etc.) if the grant is awarded.
- C. CONSULTANT shall be present at all appropriate public meetings if requested.
- D. CONSULTANT shall ensure that the proper administrative files are maintained.
- E. CONSULTANT shall establish and maintain administrative files. This includes maintaining the required Public Information Binder.
- F. CONSULTANT will, as requested, directly participate in any monitoring by the State or other agencies and provide the necessary documents and files for such monitoring visits. CONSULTANT will advocate on City's behalf, to the maximum extent appropriate, and respond to and correct any monitoring findings under control of the CONSULTANT.
- G. CONSULTANT shall prepare a close-out manual to guide the City after the project has been completed. Such guide will outline the City's ongoing program responsibilities. City has agreed that this manual can be structured to contain pertinent sections of information previously developed by the State-CDBG.
- H. CONSULTANT shall monitor program milestones and recommend amendments as necessary.
- I. CONSULTANT shall facilitate communications between all State-CDBG personnel and the City.
- J. CONSULTANT shall appraise the City of all applicable federal and State requirements related to the funds and facilitate the meeting of such requirements.
- K. CONSULTANT shall serve as the primary contact person for issues related to labor standards. The consultant shall attend the preconstruction conference to provide the contractor and subcontractor(s) with contractor labor compliance handouts and

review the applicable labor standards requirements as required by Federal/State and State CDBG Program requirements.

- L. CONSULTANT shall obtain applicable State and federal wage rate decisions as determined by the Department of Industrial Relations (DIR) and the Davis Bacon Act. The consultant shall determine the appropriate wage rate determination for each class of employee prior to preparation of bid/proposal requests by the City. Consultant shall update wage rate determinations prior to award of contracts as required by law. Consultant is to provide these rates in a binder for the Prime Contractor to post at the jobsite.
- M. CONSULTANT shall verify contractor and subcontractor(s) eligibility through the State Contractor's Licensing Board and Federal debarred list. Consultant is to keep all information neat and orderly in each individual contractor/subcontractor files.
- N. CONSULTANT shall provide contractors and subcontractors with required certification statements and contract language requirements.
- O. CONSULTANT shall assist in processing contractor/consultant invoices and change orders.
- P. CONSULTANT shall assist in processing Request for Information as it relates to labor standards.
- Q. CONSULTANT shall conduct labor standards reviews sufficient to ensure compliance with applicable DIR and Davis Bacon regulations. Reviews shall include on site interviews with a minimum of 10% of employees of each trade.
- R. CONSULTANT shall verify DIR apprenticeship requirements and proper outreach required (DAS forms).
- S. CONSULTANT shall verify Contractor/Subcontractors Fringe Benefit Statements.
- T. CONSULTANT shall promptly review payroll for compliance with applicable labor standards. Consultant is to have a cover sheet on each certified payroll, showing period ending date, certified payroll #, date reviewed, and signature of consultant reviewing payroll. There should be an area for notes if there are any discrepancies.
- U. CONSULTANT shall ensure that required documents are submitted in a timely manner.
- V. CONSULTANT shall perform all other tasks necessary to respond to requested documentation from the State of California involving administration and execution of the CDBG grant(s).

EXHIBIT "B"

SPECIAL REQUIREMENTS

Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

CDBG Application Preparation and Submittal	\$3,000
Labor Compliance (for grants awarded)	2% of project award total
General Administration Services (for grants awarded)	6% of project award total

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. Consultant's billing rates for all personnel are as follows:

Principal	\$105 per hour
Support Staff/ Inspector	\$75 per hour

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

Prepare application.	December 15, 2018
Submit application.	HCD due date.
Advise State Representative of Labor Compliance Officer contact information.	Immediate upon award of contract.
Establish file and insert Start Construction Checklist. Begin set up of project and establish wage rate sheet. Prepare documents for bid package and review package before publication.	Once project is ready to move forward.
Secure Wage Rate Determination – update prior to bid release as required.	Once project has been approved and design in at 95% completion.
Obtain documentation of Advertise for Bids.	
Calendar date of pre-bid conference, prepare handouts related to MBE/WBE and Section 3 and attend.	At bid issuance.
Discuss wage classifications and if additional classification requests will be required	At pre-bid conference.
Obtain 10-day update prior to bid opening – receive and review if update has occurred.	Based on bid opening date
Open and Award Bids (after 15 day waiting period)	
Notify representative of Bid Award	Approval of Board
Run EPLS and California license verification on all subs and general.	At award – prior to contract execution.
Review insurance coverage.	At award – prior to contract execution.
Obtain contract copy for file/including sub contracts – collect all required Section 3 data for reporting.	Advise at Pre-Bid and obtain once contract is executed.
Issue Notice of Award to required agency/agencies.	Approval of Board
Calendar Pre-Construction Conference and advise required state representatives.	After Approval of Board
Prepare agenda and Labor Compliance Book for General and all Subs – Schedule training.	7 days prior to Pre-Construction Meeting.

Attend Pre-Construction Meeting.	As Scheduled.
Finalize forms/documents for final wage rates.	Prior to notice being issued.
Obtain Notice to Proceed – Begin Payroll #1	As scheduled.
Notify Representative of Start of Construction	As scheduled.
Review Contractor Work Schedule and discuss with project manager – Develop interview schedule.	At construction start date.
Conduct employee interviews	Varies on construction.
Collect and Review/Approve Weekly Payrolls.	Weekly
Compare Payroll Forms to Interviews/project reports	As needed.
Submit/Reject payrolls and review reports for corrections.	As needed.
Follow-up on payments to workers.	As needed.
Report violations.	As needed.
Report any violations to funding agency as required.	As needed.
Provide required reports to Representative (as required)	Semi-Annual reports
Complete Final Wage Compliance Report/Certifications	Project close-out
Finalize project reports, files, audit and package for filing	

EXHIBIT E
Federal Terms and Conditions

FEDERAL TERMS AND CONDITIONS:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports

shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee; or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

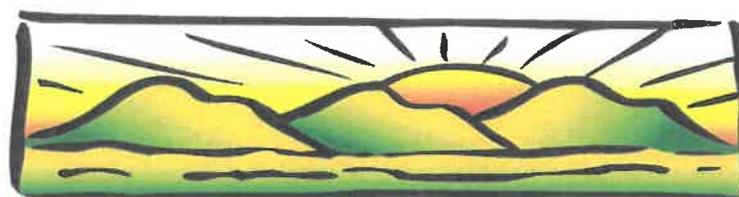
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

CITY OF KING
County of Monterey
State of California



KING CITY
C A L I F O R N I A

REQUEST FOR PROPOSAL
for
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANT APPLICATION WRITING
ADMINISTRATION AND LABOR STANDARDS COMPLIANCE SERVICES

Proposals Due by: Wednesday, October 3, 2018 @ 5:00 p.m.

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**COMMUNITY DEVELOPMENT BLOCK GRANT
CONSULTANT FIRMS TO PROVIDE
Grant Application Writing and Contract/Grant Administrator**

Introduction

The City of King is requesting proposals from qualified consultant firms to provide grant application writing, application and administration services for the State of California Community Development Block Grant Program. Qualified consultants must have extensive experience working with the federal CDBG Program.

The City of King is located on Highway 101 in the Salinas Valley, 155 miles south of San Francisco and 277 miles north of Los Angeles. The population is 14,221. King City serves as a gateway and access point for nearby Pinnacles National Park, Monterey County wine region, a thriving agricultural area, and an area rich in history made famous by the writings of John Steinbeck.

The City of King has received approval for a \$500,000 2017 State of California CDBG program grant for youth services and intends to submit a \$3 million 2018 grant application for infrastructure improvements or other priority. The City has significant needs with a poverty and unemployment rate well above the State and County average. The City will be conducting its first public hearing on October 3rd to identify and prioritize needs.

Request for Proposals

The City of King is seeking a Contract Grant Administrator for the 2017 CDBG grant and a Grant Application Writer and subsequently a Contract Grant Administrator if the grant is awarded to provide services to the City for the 2018 State of California CDBG program. The response to the "Request for Proposals" must be made according to the requirements set forth in this RFP. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal.

Consultant's proposal shall include all oversight, documentation, coordination, consultation, meetings, reviews, etc as necessary to comply with federal CDBG requirements for the application, design, planning and construction of projects that will be identified. This shall include, but is not limited to the following:

- A. A brief history and detailed summary of your firm's qualifications and specific experience;
- B. A statement of your firm's policy regarding affirmative action, and indication if your firm is a small business and/or minority or woman owned business.
- C. Experience of firm and individual team members as it pertains to CDBG grant application, funded project contract and grant administration, and implementation, including CDBG funding procedures and Labor Standards Compliance Regulations (include resumes and references);

- D. List of similar work performed by the firm, including location and type of project. The City may contact past clients for references. Provide the name and telephone number of a reference for each project listed;
- E. A description of the proposed scope of work and methodology.
- F. A proposed schedule;
- G. For each activity (i.e. do not provide a lump sum for all activities), provide a description of proposed costs including:
 - 1. Provide the hourly rate for each project team member who would be assigned to this project and the estimated number of hours required for each task.
 - 2. Indicate other expenses that are requested to be reimbursed.
 - 3. Consultant shall identify any personnel and overhead costs associated with periods of project inactivity or delay.
- H. Organizational chart applicable to this project identifying the project manager, key personnel, and supporting staff. Specific responsibilities of each person should be detailed;
- I. Knowledge of the City of King (list any previous experience with the City);
- J. Acknowledgement that the standard contract for the City of King (see Exhibit A for the sample) is acceptable as presented or as amended (include the proposed amendments).

Scope of Work

The Scope of Work to be performed by the consultant shall include the following activities:

- A. CONSULTANT shall prepare the State of California CDBG application for the City, present the application to the City Council at a public hearing for consideration, and submit the application to the State pursuant to all State and Federal requirements.
- B. CONSULTANT shall ensure proper completion and submission of all financial and performance reports required by the program (i.e., monthly, quarterly, annual, close-out, etc.) if the grant is awarded.
- C. CONSULTANT shall be present at all appropriate public meetings if requested.
- D. CONSULTANT shall ensure that the proper administrative files are maintained.
- E. CONSULTANT shall establish and maintain administrative files. This includes maintaining the required Public Information Binder.
- F. CONSULTANT will, as requested, directly participate in any monitoring by the State or other agencies and provide the necessary documents and files for such monitoring visits. CONSULTANT will advocate on City's behalf, to the maximum extent appropriate, and respond to and correct any monitoring findings under control of the CONSULTANT.

- G. CONSULTANT shall prepare a close-out manual to guide the City after the project has been completed. Such guide will outline the City's ongoing program responsibilities. City has agreed that this manual can be structured to contain pertinent sections of information previously developed by the State-CDBG.
- H. CONSULTANT shall monitor program milestones and recommend amendments as necessary.
- I. CONSULTANT shall facilitate communications between all State-CDBG personnel and the City.
- J. CONSULTANT shall appraise the City of all applicable federal and State requirements related to the funds and facilitate the meeting of such requirements.
- K. CONSULTANT shall serve as the primary contact person for issues related to labor standards. The consultant shall attend the preconstruction conference to provide the contractor and subcontractor(s) with contractor labor compliance handouts and review the applicable labor standards requirements as required by Federal/State and State CDBG Program requirements.
- L. CONSULTANT shall obtain applicable State and federal wage rate decisions as determined by the Department of Industrial Relations (DIR) and the Davis Bacon Act. The consultant shall determine the appropriate wage rate determination for each class of employee prior to preparation of bid/proposal requests by the City. Consultant shall update wage rate determinations prior to award of contracts as required by law. Consultant is to provide these rates in a binder for the Prime Contractor to post at the jobsite.
- M. CONSULTANT shall verify contractor and subcontractor(s) eligibility through the State Contractor's Licensing Board and Federal debarred list. Consultant is to keep all information neat and orderly in each individual contractor/subcontractor files.
- N. CONSULTANT shall provide contractors and subcontractors with required certification statements and contract language requirements.
- O. CONSULTANT shall assist in processing contractor/consultant invoices and change orders.
- P. CONSULTANT shall assist in processing Request for Information as it relates to labor standards.
- Q. CONSULTANT shall conduct labor standards reviews sufficient to ensure compliance with applicable DIR and Davis Bacon regulations. Reviews shall include on site interviews with a minimum of 10% of employees of each trade.
- R. CONSULTANT shall verify DIR apprenticeship requirements and proper outreach required (DAS forms).
- S. CONSULTANT shall verify Contractor/Subcontractors Fringe Benefit Statements.
- T. CONSULTANT shall promptly review payroll for compliance with applicable labor standards. Consultant is to have a cover sheet on each certified payroll, showing

period ending date, certified payroll #, date reviewed, and signature of consultant reviewing payroll. There should be an area for notes if there are any discrepancies.

- U. CONSULTANT shall ensure that required documents are submitted in a timely manner.

Submittal of Proposals

Three copies of the Proposals shall be submitted by **October 3, 2018 at 5:00 p.m.** either in person, by mail, or one copy by e-mail to the following address:

City of King
Steven Adams, City Manager
212 S. Vanderhurst Avenue
King City, CA 93930
sadams@kingcity.com

Late or incomplete proposals will not be considered. The City shall have the sole discretion in determining the completeness of each proposal. This solicitation of proposals is not construed as a contract of any kind. The City is not responsible for any pre-contractual expenses incurred by firms responding to this RFP. All proposals shall become the property of the City and will not be returned. All proposals received may become public records under the laws of the State of California and the public may be given access to them after the formal selection process has been completed.

It is understood and agreed that the Proposer claims no proprietary rights to the ideas and written materials contained in or attached to its proposal. Proposals will be maintained as confidential until recommendation is submitted to the City Council at which time all proposals will be public record.

Proposers warrant and covenant that no official or employee of the City, or any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract of this project.

The successful proposer will have the status of an independent contractor and will not be either an officer or an employee of the City.

Consultant shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Method and Criteria for Selection

The initial review of all proposals will be to evaluate to ensure they meet the following minimum requirements:

- A. The proposal is complete and is in compliance with the RFP.
- B. Prospective firm agrees to meet, **by inclusion of such statement in submittal letter,** all State and Federal requirements included in this RFP.

Failure to meet these requirements may result in the proposal being rejected. No proposal shall be rejected if it contains minor irregularities, defect, or variation of the irregularity; defect or variation is considered by the City to be immaterial or inconsequential. In such case, the Proposer will be notified of the deficiency in the proposal and given the opportunity to correct. The City may elect to waive the deficiency and accept the proposal as submitted.

The City reserves the right to reject any and all proposals submitted, to request clarification of information submitted, to request additional information from any and/or all applicants, and to waive any irregularity in the proposal and review as long as City procedures remain consistent with the State Department of Housing and Community Development procurement requirements. The City may award separate contracts for the Grant Application, General Administration and Implementation Services and Labor Standards Compliance Services portions of the RFP.

The contract will be awarded to the proposer who submits the most favorable overall proposal, as determined by the City in its sole discretion, and may be awarded to other than the lowest proposer. Proposals will be evaluated based on the following criteria:

Evaluation Score Methodology:	Points Available
Background, experience and qualifications of the firm	20
Success rate and references	20
Methodology and thoroughness of the Scope of Work, milestones, schedule, cost analysis, and approach to completing the project	20
Cost	10
Overall degree to which the proposal meets the needs of the City	30
Total	100

The City may elect to interview the most qualified firms as evidenced by the submitted proposals to negotiate final costs/anticipated effort for each milestone. Selected consultants will be required to submit a final cost proposal for City review and determination of award.

The terms and scope of the contract will be determined based on negotiations between the City and the prospective consultant. If the City and the prospective consultant fail to reach a contractual agreement, the City may negotiate with any other top-selected consultant.

After selection of the consultant, all applicants will be notified of the City's decision.

Disputes Relating to Proposal Process

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the City Manager within ten calendar days of the date of the recommendation award or denial letter.

Grounds for an appeal is that the City failed to follow the selection procedures and adhere to requirements specified in this RFP or an addenda or amendments thereto; there has been a

violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The City will consider only those specific issues addressed in the written appeal. The City Manager shall consider any matter appealed during a scheduled hearing, within thirty days of receipt. The decision of the City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:

City Manager
City of King
212 S. Vanderhurst Avenue
King City, CA 93930

Contract Termination/Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12. The RFP/contract may be voided at any time for cause, by giving at least 14 days written notice, due to violations of any terms and/or special conditions of the RFP/contract, upon request of HUD/City, or withdrawal of the expenditure authority. It is a mutually understood between the parties that this RFP may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the RFP were executed after the determination was made.

The RFP is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal fiscal year. In addition, this RFP is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this RFP.

Insurance Requirements

See Exhibit A, Consulting Services Agreement for Professional Services.

Conflict of Interest

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or RFP with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Assignment

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the City and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings. Any assignee would need to have equivalent qualifications as to retain award eligibility.

Federal Terms and Conditions

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses are encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to

the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or

immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

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D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.

4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

Exhibit A: Consulting Services Agreement for Professional Services

**CITY OF KING
CONTRACT SERVICES AGREEMENT FOR**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2018, by and between the CITY OF KING, a California municipal corporation ("City") and _____ (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1. Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2. Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3. Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4. Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ Dollars (\$_____) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. _____ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. _____ [or such person as may be designated by the City Manager] is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4. Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by

or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a

financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant

for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

e. Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same

or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of

the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents

that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> INDIVIDUAL	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____ DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE
SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
 COUNTY OF MONTEREY

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p>
<p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p>

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following services:**
 - A.
 - B.
 - C.

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A.
 - B.
 - C.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A.
 - B.
 - C.

- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.
 - B.
 - C.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[If none, note "Not Applicable"]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

		RATE	TIME	SUB-BUDGET
A.	Task A	_____	_____	_____
B.	Task B	_____	_____	_____
C.	Task C	_____	_____	_____
D.	Task D	_____	_____	_____
E.	Task E	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$ _____, as provided in Section 2.1 of this Agreement.

VI. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A.
- B.
- C.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT E
Federal Terms and Conditions

FEDERAL TERMS AND CONDITIONS:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports

shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.



September 26, 2018

City of King City
Attn: Steve Adams, City Manager
212 S. Vanderhurst Avenue
King City, CA 93930

Re: CDBG Grant Administration Services - RFP

Dear Mr. Adams,

We have enjoyed working with the City of King and look forward to continuing our partnership in meeting the needs of your community. We submit the following proposal for your consideration and look forward to your response. Our team brings over 25 years of application preparation, management and implementation experience focused on CDBG programs and projects. We pride ourselves in the attention and detail that we provide our clients, and are excited to present our offer to your City for grant writing services coupled with administrative services as they relate to the State CDBG Program

As you and your team review our proposal and qualification – we believe you will find that Adams Ashby Group provides the necessary technical experience and expertise, practical application and knowledge, and has the ability to take care of the details to ensure your programs operate at a high level of efficiency. This knowledge and skill will ensure a low impact on your already over encumbered staff.

This letter certifies that all statements contained in the attached proposal are true and correct to the best of our knowledge, the standard contract included in the RFP is acceptable, and we agree to meet all State and Federal requirements listed in the RFP to the best of our ability.

We look forward to discussing this opportunity in more detail.

Warmest regards,

A handwritten signature in blue ink, appearing to read 'L. Adams', is written over the typed name and title.

Lorie Ann Adams
Principal

A handwritten signature in blue ink, appearing to read 'P. Ashby', is written over the typed name and title.

Paul Ashby
Principal

OCT
2018

CITY OF KING CDBG CONTRACT / GRANT ADMINISTRATOR/ LABOR STANDARDS

770 L Street – Suite 950
Sacramento, CA 95814
916.449.3944 t - 916.449.3934 f
www.adamsashbygroup.com

Adams Ashby Group

Adams Ashby Group has been designed to meet the needs of our clients. We bring together a strong team – in an environment that will allow us to take care of the department and community concerns. The Adams Ashby Group staff has more than 30 years of experience in community development services – specializing in CDBG Programs/Projects and would like to continue to put this experience to work for you!

Mission Statement Our goal is to assist and train municipalities in identifying funding resources, maneuver through state and federal overlay requirements, and deliver these funds to accomplish various programs and projects.

Statement of Professional Qualifications

Centrally located within the State – Adams Ashby Group has been designed to service clients from the inception of a project or program, through planning to design, access funding, and provide project coordination, administration, and implementation. Lorie Ann Adams and Paul Ashby have assembled a team to include the industries brightest talents to ensure your program or project is a success and meets required regulations.

We have been working together for many years and bring over 30 years of community development experience and knowledge that is outlined in the following pages. The projects and program experiences outlined in this document were completed during our careers and we bring these experiences to the Adams Ashby Group.

We are a full service firm and our background will provide you with a broad knowledge base. Thank you for the opportunity to provide the City of King City a preview of our firm and how we can effectuate success in your programs. We look forward to the future and including you as a part of it!

Adams Ashby Group

770 L Street – Suite 950
Sacramento, CA 95814

832 Richland Road
Yuba City, CA 95993

916.449.3944 t - 916.449.3934 f

www.adamsashbygroup.com

Detailed History, Summary of Services & Experience

As the market changes and our government responds, each municipality is faced with maneuvering funding sources for project and program implementation. The Adams Ashby Group provides community development services throughout the State of California. Our firm is unique because we have a broad understanding of the variety of needs in the communities we service. We provide organizations with services that will assist in obtaining state and federal funds, conducting the necessary planning and housing studies, implementing and administration of housing programs and services, federal and state overlay requirements including labor compliance for public works projects, environmental studies, and many more services that benefit your community. We have spent many years of building relationships and accessing resources to guide our clients in short and long-term project/program planning and implementation. Below is a general outline of the service we offer and have demonstrated experience in providing service to the City:

<p>Grant /Program Management Services Program Income management Portfolio management Project management Funding management Long Term Monitoring - HOME</p> <p>Program and Project Implementation Services Housing rehabilitation programs Home buyer programs RDA 20 percent set-aside programs TBRA Programs NSP Programs and Projects</p> <p>Planning and Community Studies Program design and development Economic development studies Housing condition surveys Special needs assessments Income surveys Public and community facilities</p> <p>Compliance/Overlay Requirement Services Federal and state Labor</p> <p>Environmental services CEQA NEPA Combination CEQA/NEPA Phase I /Phase II</p>	<p>Grant /Funding Services CDBG HOME EHAP CalHOME State bond programs Small Community Grants Program USDA – Rural Development Caltrans Safe Routes to Schools (State and Federal) STIP and RTIP Department of Parks and Recreation Roberti Z' Berg Harris Program Land and water conservation fund Recreational trail program I Bank Department of Water Resources State Water Resources Control Board CalRecycle Department of Transportation Environmental Protection Agency Department of Homeland Security Department of Justice Environmental Protection Agency</p> <p>Project Development Recreational Trail Park Development Infrastructure Project Development Water, Sewer, Storm Drainage, etc. Lighting Public Safety Facilities Multi-Family Housing</p>
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Grant Programs

The Adams Ashby Group recognizes the importance of securing financial assistance for municipalities and can provide your community with the necessary resources and expertise to secure both private and public funding. As with any program or project, locating and securing funding is the key component to its success. Now more than ever, organizations must put priority projects and programs on the shelf due to the lack of available monies in budgets. Our team monitors funding agencies and resources daily to ensure every available grant and loan program is examined to provide our clients with as many opportunities as possible. Our goal is to leverage funding to the highest extent possible.

The above table outlines the state and federal agencies that we have grant writing experience in and continuously monitor to ensure critical dates and funding announcements are distributed to our clients. The Adams Ashby Group is your one stop resource for identifying and securing state and federal funds.

Grant / Program Management Services

Managing grant programs and funding is essential to the success of a grant awarded to a community, as performance can determine future awards and grant management must be a priority. Once a program has been completed, residual management of Program Income, Portfolio's and Long-Term Monitoring are required and must continue. The Adams Ashby Group is trained and maintains certifications by HUD and other agencies to effectively provide these services to your agency and ensure compliance.

Program and Project Implementation Services

There are a variety of programs and projects that can be implemented with grants funds depending on your community needs whether a housing program or public works project. Our goal is assist in the development, visioning and implementation of your programs and projects. Adams Ashby Group is prepared to implement your programs and projects and assist you in accessing the required funding to meet the needs of your community.

Planning and Community Studies

Planning is always the first step in any project or program and understanding the variety of factors are critical to accessing funding. The Adams Ashby Group will provide focus and assist your community in accessing funding to complete the appropriate studies that are a priority for your community. Our firm can assist you in the development and preparation of the following types of planning and community studies: housing and other service oriented programs, update to housing element, special needs assessments, income surveys, and necessary design/engineering for your various public works and community projects. At the Adams Ashby Group, we have been successful throughout our careers in accessing planning dollars, with more than \$800,000 secured for communities, which has resulted in the construction and completion of many projects.

Compliance/Overlay Requirement Services

Each granting agency has specific compliance and overlay requirements; for example, environmental, equal opportunity, Buy American, State prevailing wage, Davis - Bacon labor standards and relocation requirements. Managing and having complete records of compliance is critical to ensure your project or program will not fail to meet these requirements. In some instances, failure to meet the requirements could result in a loss of funding or repayment of funds to the granting agency. The Adams Ashby Group manages these requirements for our clients to ensure compliance.

Environmental Services

Throughout their professional years, Ms. Adams and Mr. Ashby have completed the necessary environmental clearances for a variety of housing projects, programs, and public works projects. Depending on your project needs, the following demonstrates the level of environmental services that the Adams Ashby Group can provide: CEQA Initial Study, NEPA Statutory Worksheet, Environmental Assessment, 8-Step Flood Impact Analysis, Environmental Findings Form, and HUD required environmental documents, and all public processes triggered by each. For high level CEQA and NEPA services Adams Ashby Group has developed relationships with firms to provide services based on the project needs.

Project Development

Throughout our careers we have been instrumental in guiding municipal agencies in the development and implementation of various projects and programs. We understand the steps necessary to produce an idea from an initial thought to the actions needed to develop, fund, and construct. The Adams Ashby Group can assist you in developing ideas and visions into completed projects.



Grant Experience

Funding Agency/Program	Funding Managed
CalTrans Transportation Enhancement Program	\$294,000
CalTrans Safe Routes to School - State and Federal	\$1,715,000
CalTrans Bridge Replacement Program	\$428,000
CDBG - Project and Program Funds	\$37,612,214
CDBG - Planning Technical Assistance	\$1,000,000
CDBG - Planning Technical Assistance - ED	\$135,000
CalHOME - First Time Homebuyer Program	\$900,000
HOME - OOR, FTHB, and TBRA Programs	\$18,676,000
HOME - First Time Homebuyer Project	\$500,000
EHAP - Capital Development Project	\$1,000,000
California Integrated Waste Management Board - Tire Derived Grant Program	\$292,000
DWR - Prop 13 Water Project	\$2,300,000
DWR - Proposition 50 Funds	\$7,000,000
Department of Park and Recreation - Park/Trail Funding	\$973,000
USDA - Water and Sewer Infrastructure Program	\$7,700,000
Stewardship Council - Park Funds	\$300,000
First 5 - Fresno County - Park Funds	\$1,500,000
Board of Reclamation - Water Project	\$80,000
Joe Serna, Jr. Farmworker Housing Grant Program	\$2,000,000

Recent CDBG Experience

2017 CDBG Awards for AAG Clients:

10 applications submitted

City of Crescent City	\$5,000,000	City of Lakeport	\$600,000
City of Firebaugh	\$5,000,000	City of King City	\$500,000
City of San Joaquin	\$2,200,000	County of Nevada	\$3,196,396
City of Clearlake	500,000	City of Grover Beach	\$2,558,021

2016 CDBG Awards for AAG Clients:

4 applications submitted

City of Crescent City	\$707,500	City of Orange Cove	\$225,000
City of Susanville	\$450,000	City of Livingston	\$1,700,000

2015 CDBG Awards for AAG Clients:

4 applications submitted

City of Firebaugh	\$2,000,000	City of Marysville	\$1,800,000
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2014 CDBG Awards for AAG Clients:

City of Capitola	\$500,000	City of Crescent City	\$1,943,863
City of San Joaquin	\$1,700,000		

2013 CDBG Awards for AAG Clients:

City of Anderson	\$1,878,967	City of Grover Beach	\$1,800,000
City of Lincoln	\$100,000	City of Livingston	\$1,600,000
City of Red Bluff	\$1,350,000	County of Tehama	\$1,500,000
City of Yolo	\$851,900		

2012 CDBG Awards for AAG Clients:

City of Firebaugh	\$794,703	City of Orange Cove	\$1,056,664
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CDBG Administration and Implementation over the past 5 years:

City of Capitola	14-CDBG-9877
City of Clearlake	14-CDBG-9879
City of Crescent City	10-STBG-6708 10-EDEF-7253 12-CDBG-8380 14-CDBG-9880
City of Dinuba	15-CDBG-10560
City of Firebaugh	15-CDBG-10568 12-CDBG-6714 10-STBG-6174

City of Grover Beach	13-CDBG-8961
City of Livingston	13-CDBG-8960 16-CDBG-8906
City of Orange Cove	12-CDBG-8403 16-CDBG-11143
City of Red Bluff	13-CDBG-8936
City of San Joaquin	14-CDBG-9886

Experience of Firm and Team

Adams Ashby Group – is a group established in June 2009 and brings over 30 years of career experience to build a strong clientele whom continue to renew contracts. Lorie Adams has worked with funding under the CDBG program since 1991 as a city employee and continued her implementation and management of programs and projects serving as manager and director for two consultant firms before launching Adams Ashby Group with Paul Ashby. Ms. Adams has worked closely with the department over the years as a past and present member of the CDBG Advisory Committee and Design Review Team as well as providing training during CDBG Conferences to colleagues during conference sessions.

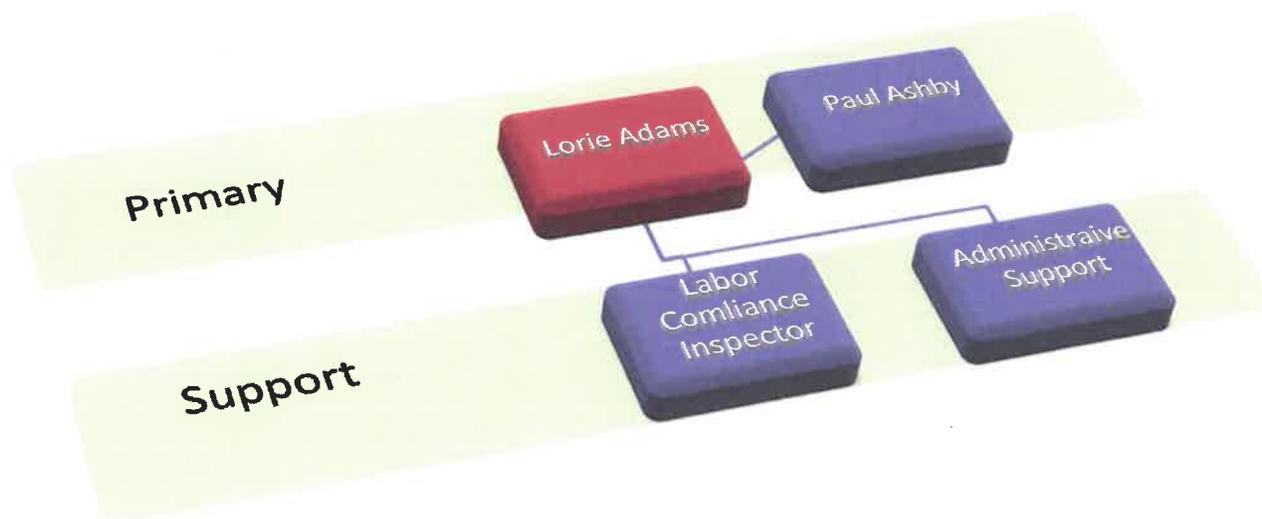
Mr. Ashby has worked with CDBG and other grant programs since 2006 and has built a foundation of service unsurpassed in the industry. Mr. Ashby brings a bachelor's degree in community and regional development with an emphasis in policy and planning that has provided the groundwork for his services and expertise. From constructing Head Start Centers, upgrading Water and Sewer Treatment Facilities, management of Public Services, to training staff – Lorie and Paul have the experience to support the needs of your team.

Our team understands the management of the Federal and State Regulations required for your project and programs to be successful and to eliminate the concern of "paying money back" to the State due to a minor oversight or error. We work to ensure the steps are taken in the proper order, communication of the process is clear, and the tools are established to capture the necessary information and file management system is in place, to ease your monitoring requirements. Having been a part of recent audits through the CDBG program – the auditor told us – "this was the best audit I have ever had" – the reason this statement was made is due to the work by our team.

The 2018 NOFA is not the standard CDBG process and the requirements are extensive, and development of several items will be necessary to ensure the City is prepared. We work closely with HCD staff to ensure your application is as competitive as possible and document the needs of your application to ensure the most points possible. After award and during implementation, at no time have we experienced an unresolved finding under the CDBG Program and have met the requirements for project through close-out for each contract. The interpretations and oversight of the procurement processes have changed recently, and we are able to provide the expertise in ensuring these criteria are met both in your construction project and small purchases required by the projects outlined in your contract. Many changes have occurred under CDBG over the past two years and more are upon us as the State shifts staff and management and having a group that has a background with the program and is entrenched in the knowledge of CDBG would be a great benefit to your City.

Organizational Chart

Lorie Adams will be the primary contact for the City for providing grant management services. Ms. Adams and Mr. Ashby have over 30 years of combined experience working for and with local government agencies in the administration and implementation of grant funds. Both provide an expertise of all intricacies related to grant programs and have managed and implemented these programs from application through close out with CDBG, HOME, USDA, and others. Ms. Adams and Mr. Ashby have been highly successful throughout their career in securing funding for communities across California and offer grant writing experience for over 15 state and federal agencies. Additionally, Mr. Ashby brings vast experience in the environmental processes and procedures; ensuring that all federal and state regulations are followed and met for your projects. In addition to the primary team, Chris Lockhart will provide support services related to Labor Compliance as needed.



Resume

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Lorie Ann Adams

Principal

Education AA, Business Administration, Yuba College/Axia College
BS, Business - Public Administration, University of Phoenix
HUD HOME Expert Certification (2006)
School of Real Estate Graduate (2001)

Certifications CDBG/HOME Annual Workshop/Training Programs (1992-Present)
HUD Environmental Training Program (2001 - 2009)
HUD Relocation Training (2002- 2009)
Environmental Training Courses, University of Davis (2005,2006)
AJI Network, Santa Clara CA (2005-2006)
Labor Compliance Workshops HUD/DIR (2004-2009)
Landmark Education (2006,2007,2009)
League of California Cities Annual Conference (2006-2009)
CalTrans Local Assistance Training (2006-2009)

Professional Affiliations National Grants Management Association Member (2005-2009)
CDBG Advisory Task Force (1992-1995)
Live Oak Chamber of Commerce Board Member (1992-1995)
Yuba Sutter Chamber of Commerce Business Representative (2006-2008)
HOME Advisory Task Force (Current)

Project Experience **Maldonado Regional Park, City of Firebaugh**
7 acre regional park project totaling \$5.2 million dollars in funding from federal and state sources. Provided the city with funding from 8 sources to complete the project. All aspects of implementation were managed by to ensure compliance for each funding source including reporting, funding draws, environmental compliance, labor compliance, procurement and other Federal and State regulations. The facility now provides a skate park, splash park, three ball fields, regional soccer facilities, park and ride lot, basketball courts, community garden, and a quality of life to the residents.

Department of Water Resources, City of Firebaugh

Assisted the community in updating an application previously submitted to obtain funds for the replacement of water infrastructure lines within the downtown. The project total was \$2.2 million in funding and has resulted in additional funds being awarded to the agency to expand the project. Provided the city with management of the project overlay requirements, procurement process, administration, labor compliance and environmental compliance for the project.

USDA Rural Utilities Services Program, City of Biggs

Completed pre-application and application for a project totaling \$5.2 million in funding for the replacement and rehabilitation of the entire communities water infrastructure. The project installed 42,000 lf of water line, updated water meter network including billing program, developed a new well, and increased fire flows from 20 to 60. Managed federal overlay requirements for the project including procurement, fund requests, reporting, environmental clearance, labor compliance, and contract amendments. Application received the only grant award in the tri-county area. The project additionally was combined with other state and federal funds to complete all street paving, pedestrian pathways, bike lanes and storm drainage improvements.

Dee Ree-Richards Road Water/Sewer Infrastructure Project, City of Live Oak

Funded through the CDBG program, obtained funds and managed the project with the City Engineer. The project provided city water and sewer connection to an area recently annexed. The project provided a looped system as well as requiring the abandonment of septic and well systems. Provided administration of the funding program, requirements under Davis Bacon and other federal overlays as required, obtained and managed all right-of-way easements, and conducted income analysis for participants receiving grant funding for lateral connections.

Head Start Center, City of Live Oak

Approached by Head Start Director, Joann Aiello for needed space in the City for the program after losing their lease; I provided the vision, secured funding, and supervised the development team and project construction, which used \$500,000 from CDBG and \$100,000 of local leverage to build a new facility. This was the second project in the State of California awarded funds under the CDBG program for Head Start Centers.

Community Development Block Grant Program

Have completed 45 applications under the General Allocation Programs and 35 applications under the Planning Technical Assistance Program, each receiving award, totaling \$33 million in funding. Applications include Housing Rehabilitation, First-Time Homebuyer with or without Rehabilitation, Community Facilities, New Housing Construction, Public Works and various planning grants as outlined above. Also completed program administration and implementation of all environmental and other overlay requirements.

HOME Investment Partnership Program

Completed 22 applications under the HOME Program, each receiving award, totaling \$7.9 million in funding. Applications included Owner-Occupied Rehabilitation, First-Time Homebuyer, Tenant-Based Rental Assistance, and Renter-Occupied Rehabilitation. Completed program administration and implementation of all program requirements including environmental and other overlay requirements as outlined in the Federal Regulations.

Paul Ashby

Principal

Education BS, Community and Regional Development with an emphasis in Policy and Planning, University of California Davis (2006)

Certifications CALED – Keys to Successful Economic Development Certification (2009)
 Redeveloping California's Brownfields Workshop (2007,2008)
 CDBG/HOME Annual Workshop/Training Programs (2006-Present)
 HUD Environmental Training Program (2006 - 2008)
 CalTrans Local Assistance Training (2006-2009)
 Safe Routes 2 School National Conference (2007)

Experience **Community Development Manager**
California Engineering Company
 April 2006 – May 2009

As community development manager, oversaw a staff of five and ensured project/program efficiency and completeness. Performed as the primary grant writer at the firm and successfully retained more than \$15 million for various clients throughout the state. Provided expertise to clients for grant funding from various state and federal agencies, including but not limited to: HCD, HUD, USDA, DWR, Caltrans, Parks and Recreation Department, and more. Additionally, oversaw the majority of proposals in response to Request for Proposals and Request for Qualifications for community development services.

Project Experience

Community Center, City of Los Banos

Worked with city officials and architect consultants in the proposal and selection of a site for a new community center. Also performed an environmental assessment on proposed sites, complying with NEPA and CEQA regulations. His site analysis was used for making the decision on the most appropriate site for the new community center to be constructed.

Sky View Water District, County of Tehama

Managed a multi-phased water infrastructure project for the Sky View Water District. Grant funding has been retained through the Community Development Block Grant Program and Proposition 50 totaling over \$3 million dollars in awards. The project will include the identification of a new water source and the construction of the necessary infrastructure to provide the community with clean and safe drinking water.

Community Development Block Grant Program

Completed 24 applications for the General Allocation Programs and 22 applications for the Planning Technical Assistance Program, totaling \$6 million. Applications include Housing Rehabilitation, First-Time Homebuyer with or without Rehabilitation, Community Facilities, New Housing Construction, Public Works and various planning grants as outlined above. Also completed program administration and implementation of all environmental and other overlay requirements.

HOME Investment Partnership Program

Completed 15 applications under the HOME Program, each receiving award, totaling \$6.5 million in funding. Applications included Owner-Occupied Rehabilitation, First-Time Homebuyer, Tenant-Based Rental Assistance, and Renter-Occupied Rehabilitation. Completed program administration and implementation of all program requirements including environmental and other overlay requirements as outlined in the Federal Regulations.

Safe Routes to School Program

Completed 10 applications under both the State and Federal Program, providing millions of dollars for construction for a variety of municipalities in California. Additionally, provided project management for those awarded projects, including all environmental requirements, allocation requests, authorization packages, and general oversight to ensure project timelines were met.

Reference and Project Listing

Below we have included a list of references and a brief overview of projects completed by Adams Ashby Group. We welcome contacting any of these clients, as we believe our work ethic and integrity speaks for itself.

City of Firebaugh

Ben Gallegos, City Manger
Rita Lozano, City Clerk
1133 P Street
Firebaugh, CA 93622
Phone: (559) 659-2043

We have worked with the City for over a period of 7 years assisting with the implementation of the various housing programs and a variety of infrastructure projects in the City. Administration and implementation of more than \$5 million in infrastructure projects including labor compliance. We have prepared numerous applications for funding under DWR, Stewardship Council, RZH and Park Funds, HOME, CDBG, and Caltrans. We provide data and support information to ensure the housing element recommendations are implemented as well as development of strategies based on the current needs of the community.

CDBG Experience:

09-STAR-6389: Public Infrastructure Project
10-STBG-6714: Public Infrastructure Project
11-PTEC-7623: Planning Technical Assistance
12-CDBG-8389: Public Infrastructure Project
15-CDBG-10568: Public Infrastructure Project

City of Orange Cove

June Bracamontes, City Clerk
633 Sixth Street
Orange Cove, CA 93646
Phone: (559) 626-4488

The Adams Ashby Group has worked with the City of Orange Cove for approximately 6 years. Staff has provided services to the City for CDBG, HOME, CalHOME and USDA. The City was awarded CDBG funds for improvements at their water treatment plant as well as two planning studies. Adams Ashby Group has administered this grant and provided labor compliance services throughout the project. Total grant award exceeds \$1 Million. In addition, we assisted the City conduct a forensic audit of Program Income to ensure reports and accounting systems were accurate and in compliance with federal guidelines.

CDBG Experience:

12-CDBG-8403: Water Treatment Plant Improvement

City of Crescent City

Bridgette Lacy, CDBG Manager
Linda Leaver, Finance Director
Eric Wier, Public Works Director
377 J St. Crescent City, CA 95531
Phone: (707) 464-7483

Adams Ashby Groups newest client and one of the more complex communities. The City of Crescent city has an active CDBG portfolio, remote location, and projects that range from ED, community services and infrastructure all happening at once. We have worked to become an integral part of this dynamic team in a short time and have provided value in access to new funding sources and a fresh outlook on projects. Our main goal is to train staff and to manage compliance for the contracts.

CDBG Experience:

Program Income: PI Waiver Projects for Public Service
10-STBG-6708: Public Services
10-EDEF-7253: Business Assistance Programs
11-PTEC-7618: Planning Technical Assistance
12-CDBG-8380: Public Infrastructure
14-CDBG-9880: Public Infrastructure

City of San Joaquin

Dianna Brooks, Assistant City Manager
Lupe Estrada, Grants Coordinator
21900 Colorado Avenue
San Joaquin, CA
Phone: (559)-693-4311

Adams Ashby Group has worked with the City for the past three years on a variety of projects/programs. This has included administration of their housing programs funded through program income. We have assisted their staff in reviewing applicant files, verification of income, reports, and guidelines. Recently, we assisted the City in completing and being awarded a new CDBG grant in 2014. The grant includes funds for a new drinking water well and an owner-occupied rehabilitation program. AAG will be handling all the primary administration duties required by the CDBG grant

CDBG Experience

Program Income: PI Waiver Project for Public Facility
14-CDBG-9886: Water Storage Tank and Housing

City of Grover Beach

Bruce Buckingham
Janet Reese
154 South 8th Street
Grover Beach, CA 93433
Phone: (805)473-4520

Adams Ashby Group has worked with the City of Grover Beach since 2013. Our first task was conducting an income survey for the City to determine eligibility within the "non-entitlement" State CDBG Program, as they participated in the County Consortium for many years. After successfully obtaining CDBG funds in 2013, AAG assisted the City in administering and implementing the following contract activities: Waterline rehabilitation project, public services activities and two planning studies. As part of this contract, AAG conducted all the labor compliance for the waterline project as well as oversight and monitoring up sub-recipients who implemented the various public services.

CDBG Experience

13-CDBG-8961

County of Trinity

Jim Cook, CDBG Representative
Trinity County Administration
PO Box 1613
Weaverville, CA 96093
Phone: (530) 623-1382

The County of Trinity is implementing disaster funding implemented by CDBG program. Adams Ashby Group is currently implementing CDBG Labor Compliance monitoring for a variety of projects funded under this grant including park rehabilitation, hospital re-roof/HVAC, bushing project and installation of water tanks. The projects are nearing completion and have been successful.

City of King City

Steve Adams, City Manager
212 S. Vanderhurst Avenue
King City, CA 93930

Adams Ashby Group has worked with the City of King over the past year developing projects and programs for the 2017 CDBG Program as well as conducting the HOME Long Term Monitoring on the affordable multi-family housing complex Kings Station. In prior years, staff worked with the City in developing planning grants and accessing funding for housing rehabilitation programs.

Proposed Work Plan & Scope of Work

As outlined in the Request for Proposal, the City of King City is seeking general administration for the current 2017 Contract, 2018 Grant Application and implementation upon award which includes Labor Compliance activities. Our firm possesses the necessary knowledge and expertise to properly oversee all current and future CDBG programs/projects. Below is a brief scope of work for administrating such projects.

Grant Administration

As you are aware - grantees are responsible for complying with many conditions under the grant contract. Following these requirements strictly, will ensure your projects perform efficiently and within state/federal regulations. Projects and programs that are found to be out of compliance run the risk of not being eligible to reapply for grant funds in future years or even having to return funds to the State that may have already been spent.

Our first step in the process will be to meet with staff, determine the roll of our team with yours, review the work completed to date, and set the schedule for the next steps to execute the project and program. CDBG has undergone numerous changes in the past few months and navigating this field has been cumbersome. We have been able to establish a strong working relationship with the new representative team and management. We can navigate you through the process of new forms, requirements, and staff without sacrifice to your project and program.

Once the tasks of each team member are established we will begin the process of procurement of the professional staff required to move your project through construction and support to your program as required. Procurement changes have heavily impacted the CDBG processes and we are prepared to provide the required drafts and documents. Our goal is to prepare your project for bid during the most optimal time frame and to communicate the requirements to the professional team to meet the grant regulations.

Below is a brief summary of the major tasks we would propose to assist your team in administering your CDBG grant contract.

Conduct all required public meetings and hearings

Most granting agencies require public hearings and meetings are held throughout the term of a grant agreement. These meetings are imperative to providing outreach to the community in the process of implementing state and federal funds. Our staff will ensure all notices are provided for publishing prior to deadlines and we will be available to attend and lead hearings based on the needs of the City. Additionally, our team provides draft Council memorandum and draft resolutions (when required) to assist in training your team on the information needed and required to maintain citizen participation requirements. Many changes have been occurring at the State level regarding public outreach and affirmative marketing of programs. Adams Ashby Group will assist you team in the development of the LEP (LIMITED ENGLISH PROFICIENCY) Requirements and implementation thereof to meet the HUD requirements.

Contract general / special conditions

Once the City has received an executed contract, our staff will ensure that all special conditions are met to ensure compliance and funds are available in a timely manner. CDBG requires its own specific conditions to be met dependent on the program or project. Our team has experience in a variety of requirements, which may include but not be limited to: environmental compliance, project timelines, updated cost estimates, relocation plans, program guidelines, and more. Additionally, we will stay in close contact with your state representative to ensure strong communication is maintained throughout project/program setup.

Environmental Compliance

As a part of the general conditions clearance described above, NEPA will be a part of the package submitted to CDBG to ensure project compliance. Based on a brief review of the project, an Environmental Assessment (perhaps a statutory worksheet) will be required. Our staff is well versed in completing such documents, documenting correspondence with outside resources (i.e. SHPO), required public notice and submittal of authority to use grant funds.

Program Guidelines

Our team will work with the City to establish the process, forms, and procedures, and provide on-site training with staff to ensure compliance with CDBG, Federal and State regulations under the contract. Additionally, the City will be required to establish guidelines for each program activity. Adams Ashby Group will provide assistance to ensure the selected ratios; limits and other areas allowed meet the needs of the city and program. Additionally, our team will attend the monitoring and support staff in maintaining the required records through clearance.

Procurement

The contract provided will require various types of procurement. Adams Ashby Group possesses the necessary resources to fulfill this task for the City. We are aware of the stringent procurement processes that are involved with any state and federal funds, and realize the importance of obtaining competitive bids for various projects. We have experience in a variety of procurement fields and will assist with the request for proposal, solicitations, advertisements, and any other procurement issue the City may require assistance. Our team will review all documents to ensure compliance and inclusion of all information necessary to comply with the Federal and local procurement processes. Additionally, we will ensure compliance with Section 3 and MBE/WBE as these are becoming critical items during monitoring. Section 3 is a complex process that must be documented throughout the project. Our team will work directly with contractors to ensure compliance is attained and properly documented to avoid findings during monitoring.

Many changes have occurred this past year in procurement, attention to detail is necessary and the development of new process and procedures will be required – we will walk you through the necessary items, provide the resources, and train staff to meet the new requirements.

Program Reporting

A variety of reports are required for compliance with CDBG. The reporting timelines are established on a quarterly, semi-annual, and annual basis. Our firm will send out a reminder, 15 days prior to the end of the reporting period to ensure late reports do not result. Review of the reports, completing of the reports, or a shared approach will be reviewed as part of our relationship- this will ensure the training process will occur if staff is not yet ready to complete this part of the grant program process. Understanding reports is critical in ensuring a complete management process as much of the data required is collected ongoing throughout the program cycle. These reports will include, but may not be limited to: set-up and completion reports, drawdown requests, program income reports, annual reports, semi-annual labor compliance reports, and closeout reports.

Maintain all Fiscal Records

The City has the end responsibility of ensuring records and fiscal records are maintained and accurate. Adams Ashby Group will provide staff with a records system that will allow staff to manage these records. Additionally, we will keep a complete secondary set of records to ensure information is available upon request by the funding agency. Fiscal records will be requested and audited on a quarterly basis to ensure all financial data is accurate and recorded. We will additionally provide training and capacity building as needed.

Prepare Public Information File

Each funding source requires a document/recordkeeping system with specific files and forms to be available upon monitoring. It is critical these files are set up and managed from the beginning process – application through final close out. Maintenance of this system will ensure a smooth monitoring with the State or Federal agency. Additionally, the Federal Regulations require grant programs to be a public process. This includes the establishment and maintenance of a public information binder that is available to the public during regular office hours. Our team will work with staff to establish this binder for each program as required by the funding agency. As each program moves forward it is our goal to assist with the process and perform inspections of all required files to ensure consistency and accuracy.

Communication

With any grant program or project, it is critical to have strong coordination and clear communication between City staff and state/federal agencies. As your consultant, we will ensure that all parties involved will be clear of project logistics, tasks, responsibilities, and timelines. This high degree of coordination will allow City staff to stay abreast of all programs/projects, without devoting all their time to such tasks.

Additionally, our team has developed strong relationships with many state and federal agencies throughout our professional careers. Having this background, will provide the City with an expertise of the intricacies of each program allowing for smoother projects and a bridge for communication should unforeseeable issues arise.

Oversee Equal Opportunity compliance

Each program requires compliance with equal opportunity laws to ensure discrimination has not occurred during the operation of a program. Adams Ashby Group will review all documents, advertising, and collect required data to adequately document compliance with the requirements.

Preparation of program records after closeout

Upon grant expiration, we will also meet with your staff to review the grant closeout process and what the ongoing responsibilities of the City will be even though the grant is being close out. Such programs as CDBG require efficient record keeping for many years after the grant, as well as other requirements that will ensure your projects are maintained and serviced properly. Our firm will work with your staff and your current CDBG manual to make certain that each role is identified and CDBG expectations are being satisfied.

Labor Compliance Scope of Work

The Adams Ashby Group is well versed in both Federal and State Requirements for your proposed CDBG project to ensure that your labor compliance duties are met.

Below we have provided a general scope of work for the project:

- **General Project Tasks**
 - Review/Obtain DIR and DOL wage rates and classifications for job
 - Conduct craft matching process and provide highest wage rate for payment to contractor/City for CDBG review
 - Verifying Contractor and Sub Contractor Eligibility
 - Conduct Pre-construction conference meeting and provide labor compliance job handbooks;
 - Communicate and coordinate with General Contractor to obtain all certificates and authorization documents for general and subs;
 - Obtain Apprenticeship Program Certifications and Registration for General Contractor and all subs; This includes DIR and DOL Certifications and wage rates
 - Complete all required reports to CDBG;
 - Maintain project file in compliance with funding sources;

- **Payroll Reviews and Statement of Compliance**
 - Obtain and review weekly certified payrolls
 - Obtain and maintain all required reporting documents for the funding sources
 - Ensure compliance prior to payment
 - Review construction logs and compare to payrolls submitted for compliance
 - Review on-site interview data and compare to payrolls submitted
 - Verify Bona Fide Fringe Benefit plans and CAC payments

- **Reporting Documents**
 - Section 3 Reports
 - Prepare Semi Annual Labor Standards Enforcement Reports
 - Final Wage Compliance Report

- **On-site Employee Interviews**
 - Conduct on site employee interviews as needed - estimate 2-3 site visits
 - Mail interviews will also be used to collect trade/wage data from employees

The chart provided on the next two pages is an example of how the project costs are developed. This will occur once your project has been identified and approved. The table is used to provide an approximate time allocation for a project.

Task*	Schedule	Time Allocation
Step 1: Applicability		
1.1 Advise State Representative of Labor Compliance Officer contact information	Immediate - upon award of contract.	
1.2 Establish file and insert Start Construction Checklist. Begin set up of project and establish wage rate sheet. Prepare documents for bid package and review package before publication.	Once project is ready to move forward	
1.3 Secure Wage Rate Determination – update prior to bid release as required	Once project has been approved and design in at 95% completion.	16
Step 2: Bid Process		
2.1 Obtain documentation of Advertise for Bids		
2.2 Calendar date of pre-bid conference, prepare handouts related to MBE/WBE and Section 3 and attend	At bid issuance	
2.3 Discuss wage classifications and if additional classification requests will be required	At pre-bid conference	
2.4 Obtain 10-day update prior to bid opening - receive and review if update has occurred.	Based on bid opening date	
2.5 Open & Award Bids (after 15 day waiting period)		
2.6 Notify representative of Bid Award	Approval of Board	24
Step 3: Verification of Contractors and Subcontractors		
3.1 Run EPLS and California license verification on all sub and general	At award - prior to contract execution	
3.2 Review insurance coverage	At award - prior to contract execution	8
Step 4: Notice of Award/Pre-Construction		
4.1 Obtain contract copy for file/including sub contracts – collect all required Section 3 data for reporting	Advise at Pre-Bid and obtain once contract is executed	
4.2 Issue Notice of Award to required agency/agencies	Approval of Board	
4.3 Calendar Pre-Construction Conference and advise required state representatives	After Approval of Board	
4.4 Prepare agenda and Labor Compliance Book for General and all Subs – Schedule Training	7 Days prior to Pre-Construction Meeting	
4.5 Attend Pre-Construction Meeting	As Scheduled	
4.6 Finalize forms/documents for final wage rates	Prior to notice being issued	40

Step 5: Construction		
5.1	Obtain Notice to Proceed - Begin Payroll #1	As scheduled
5.2	Notify Representative of Start of Construction	As scheduled
Step 6: Begin Labor Compliance Monitoring		
6.1	Review Contractor Work Schedule and discuss with project manager - Develop interview schedule	At construction start date
6.2	Conduct employee interviews	Varies on construction
6.3	Collect and Review/Approve Weekly Payrolls	Weekly
6.6	Compare Payroll Forms to Interviews/project reports	As needed
6.7	Submit/Reject payrolls and review reports for corrections	As needed
6.8	Follow-up on payments to workers	As needed
6.9	Report violations	As needed
6.10	Report any violations to funding agency as required	As needed
		60
Step 7: Monthly Labor Compliance Certification		
7.1	Provide required reports to Representative (as required)	Semi-Annual reports
7.2	Complete Final Wage Compliance Report/Certifications	Project close-out
Step 8: Close-out		
8.1	Finalize project reports, files, audit and package for filing	
		24

Cost Proposal

Based on the information provided in the Request for Proposals, the City is seeking cost proposals for general consulting as it relates to CDBG grant application, administration and labor compliance. The Adams Ashby Group proposes to bill at an hourly rate up to and not exceeding the grant amounts listed below. For awarded grant programs and projects we would propose to bill our services at an hourly rate not to exceed the percentages outlined in your newly awarded contract. Each program allots for maximum %'s (CDBG 7.5%) that may be used for administration, and we always stay within those limits. In addition, we always respect the needs of city staff and preserve a portion of the general administration allocation budget to be utilized by your staff to reimburse for times spent and outside expense needed for the projects, i.e. public notices, general conditions (which have been cleared), meetings, etc. We can assure you that we will effectively administer your CDBG projects on budget and without impacting your general fund dollars.

2018 Cost Schedule	Hourly Rate
Principal	\$105.00
Support Staff / Inspector	\$75.00

Task	Not to Exceed
CDBG Application (2018 NOFA) PI Waiver Application	\$3,000
Labor Compliance	Grant contract allows 12% AAG will provide services at a not to exceed amount of 2% of project award total. We anticipate the project will result in costs of \$25,000 for the proposed project.
General Administration Services	Current CDBG Award: \$30,000 Future Award: Grant contract allows 7.5% - AAG will provide services at 6% of award total.

As depicted in the table above, we will be utilizing a percentage of the allowable General Administration funds to account for the bulk of our time and costs. We propose to bill monthly for time and materials as they are needed for each project. Our proposal attempts to take on the day to day tasks involved in the projects, thus allowing the already short staff to not become overburdened with such responsibilities. It is imperative that your staff be involved in the projects as these are your funds/contracts, which we always stress, but we hope that we can be an extension of your staff limiting the amount of attention you will need to devote to such projects.

Certifications

The Adams Ashby Group has received a **Small Business Designation** from the State of California. Certification #1059345 Effective from July 22, 2009 – Present

General Insurance / Professional Insurance / Workers Compensation

Adams Ashby Group Insurance Coverage is provided by USAA Insurance Agency – Hartford Casualty Insurance Company. The policy information is as follows:

General Liability: 65 SBA NW 6130	6/01/18 – 6/01/19	Each Occurrence	\$1,000,000
Fire Damage	\$300,000		
Med Exp	\$10,000		
P & ADV	\$1,000,000		
General Agg.	\$2,000,000		
Products –Comp	\$2,000,000		

Automobile Liability: 65 SBA NW6130	06/01/18 – 6/01/19	Combined Single	\$1,000,000
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Errors & Omissions Insurance: 596466820	5/19/19 -5/19/19	Single Limit	\$1,000,000
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State Farm Workers Compensation Policy: 90-CL-E629-8		Each Occurrence	\$1,000,000
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Policy on Affirmative Action/Conflict of Interest Statement/Drug Free Workplace

Adams Ashby Group is an equal opportunity employer. Our policy is to recruit, hire, and promote based on qualifications and merit without regard to race, color, ethnicity, national origin, religion, gender, sexual orientation, disability, or marital status.

Adams Ashby Group is in compliance with Executive Order 11246.

We are Drug-Free Workplace and maintain the requirement in force that meets required state and federal overlay regulations.

DUNS Number Verification

SAM Search Results			
List of records matching your search for :			
Search Term : adams* ashby* group*			
Record Status: Active			
ENTITY	Adams Ashby Group, Inc.		Status: Active
DUNS: 838572670	+4:	CAGE Code: 7KTB6	DoDAAC:
Expiration Date: Jan 5, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 770 L ST STE 950		State/Province: CALIFORNIA	
City: SACRAMENTO		Country: UNITED STATES	
ZIP Code: 95814-3361			



Item No. 9(L)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING FOR EXTENSION OF THE PROYOUTH HEART AFTER-SCHOOL EXPANDED LEARNING PROGRAM

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a new 3-year Memorandum of Understanding (MOU) with ProYouth and the King City Union School District for the after-school HEART expanded learning program; 2) approve and authorize the City Manager to execute a Subrecipient Agreement between the City and ProYouth for use of Community Development Block Grant (CDBG) funds to pay for costs set forth in the MOU; and 3) authorize the City Manager to make minor non-substantive changes to the agreements as necessary.

BACKGROUND:

At the April 25, 2017 meeting, the City Council approved an MOU with ProYouth and the King City Elementary School District for an after-school expanded learning program at Santa Lucia Elementary School, which would also serve Del Rey Elementary School students. The program was one of the highest priority recommendations of the Comprehensive Plan to End Youth Violence. Under the terms of the MOU, the program would serve 180 students for the 2017-18 school year at a cost of \$250,000. A provision was also included that allowed the City and School District to expand the program by 20 children for each additional \$20,000. As a result, additional funding was raised to expand the program the first year.

In the first year, the program was funded by an After-School Education and Safety Program (ASES) grant received by the School District for Santa Lucia School, fundraising efforts by the City, and a number of small miscellaneous grants. ProYouth, the School District and the City continued to work together on grant applications to further expand the program. As a result, this year, a CDBG

**CITY COUNCIL
CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR
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grant, 21st Century Community Learning Grant, and ASES grants for the other two elementary schools were all approved. This has enabled a significant expansion.

At the October 10, 2017 meeting, a new MOU was approved to commit to the program for an additional three-year period in order to pursue CDBG funding. However, at that time, grant funding that would be approved was unknown. Therefore, it is necessary to revise and update the MOU at this time to reflect the expansion of the program.

DISCUSSION:

The program is now funded to operate at all three elementary schools and serve a total of 377 children. A summer program has also been established. In order to reach full staffing, it was necessary to increase the pay rate for all the positions, which increased the overall cost of the program. All positions were filled by the beginning of the school year. At this time, there is no waiting list and enrollment is close to the maximum number of children funded.

The term of the new MOU will be three years. The MOU provisions were revised in order to provide some flexibility to adjust the size of the program when new grants are received without having to continually modify the MOU.

COST ANALYSIS:

The total cost of the program is roughly \$800,000 annually. Of this amount, the City is responsible for \$235,000 annually. This will be paid from a combination of the CDBG grant and contributions that have been received. No General Fund monies are required in FY 2018-19. It is recommended to appropriate \$25,000 from the General Fund in FY 2019-20 and FY 2020-21 to help fund the second and third years of the MOU.

ENVIRONMENTAL REVIEW:

The program is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

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ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve the proposed MOU;
2. Modify and approve the proposed MOU;
3. Do not approve the MOU to eliminate any City financial commitment; or
4. Provide staff other direction.

Exhibits:

1. Proposed MOU
2. Proposed Subrecipient Agreement

Prepared and Approved by: _____
Steven Adams, City Manager

**CITY OF KING,
KING CITY UNION SCHOOL DISTRICT,
AND
PROYOUTH
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of October 1, 2018, between the CITY OF KING, referred to as CITY, the KING CITY UNION SCHOOL DISTRICT, referred to as DISTRICT, and PROYOUTH, with reference to the City of King Comprehensive Plan to End Youth Violence, adopted by City Council January 24, 2017, the goals and mandates of which are incorporated herein. This MOU is to set forth the means by which to accomplish these goals and mandates.

I. PROYOUTH:

- A. PROYOUTH’s Mission Statement:** *“ProYouth’s mission is to help youth succeed academically, socially, and emotionally by providing a safe, healthy, and supportive learning environment during out-of-school time. ProYouth creates and delivers programs throughout Central California that positively impact the lives of youth and equip them to make good life-long choices.”*
- B. PROYOUTH Programs:** PROYOUTH is a private non-profit 501(C)(3) organization that provides safe, structured after school programming in collaboration with school districts to at-risk students throughout Central California every day.

PROYOUTH was established in 1991 and is one of the longest lived and most successful nonprofit organizations in Tulare County. Originally called “Visalians for a Gang-Free Community,” PROYOUTH was located in and grew out of the Gang Suppression Unit of the Visalia Police Department. Its purpose was and remains creating opportunities for all children, regardless of their circumstances, to make good choices and become productive, healthy citizens. In 1998, after eight years of research, piloting, and collaboration with nearly every agency serving at-risk youth locally, regionally, and statewide, as well as law enforcement, education, and private business, ProYouth launched the HEART (Health, Enrichment, Acceleration, Recreation, and Teamwork) Program. The

HEART Program began at three sites with eight staff serving 220 children. Today ProYouth operates at 54 sites, employees nearly 500 staff, and serves over 15,000 students each year. Since its inception, ProYouth has served over 100,000 students, provided employment and significant work-force training to over 5,000 staff, and leveraged \$5 million in local contributions into more than \$100 million in state and federal grants into our most impoverished neighborhoods.

PROYOUTH delivers a variety of programs and pathways including the HEART, EDGE, and XL Expanded Learning Programs; Insight, a digital media and intervention program; Agricultural Science, Computer Science, and Engineering; Visual and Performing Arts; Literacy Development; and ProMED. PROYOUTH's programs have been developed over the last 20 years in partnership with Tulare County Office of Education, participating school districts, school principals, curriculum specialists, grade-level teachers, childhood development specialists, law enforcement, local business leaders, State of California, federal government, and afterschool program specialists. PROYOUTH's goal is to support every child to work hard to achieve excellence and grow into healthy, successful, and contributing members of our community.

II. CITY, DISTRICT, and PROYOUTH MOU

- A. Locations:** CITY and DISTRICT will provide for PROYOUTH to deliver the HEART Expanded Learning Program at Del Rey Elementary School, King City Arts Magnet School, and Santa Lucia Elementary School in King City, CA, and any other schools that are mutually agreed upon.
- B. Duration:** HEART programming will begin the first day of the regular school year and continue through the end of the school year. The hours of program operation shall be from the end of the regular school day to 6:00 p.m., every school day.

Additionally, supplemental HEART programming will be offered at Santa Lucia Elementary School outside of the 180 regular school days. The hours and dates of program operation shall be determined by PROYOUTH and DISTRICT to best meet the needs of the students served, but may include any combination of vacations, weekends, holidays, intersessions, and/or summer. PROYOUTH, CITY AND DISTRICT shall mutually agree to any increase in costs to the CITY or DISTRICT resulting from supplemental HEART programming prior to it being offered. The supplemental HEART Program may enroll any

student in DISTRICT; however, priority registration shall be given to the students who attend Santa Lucia Elementary School.

C. Students Served: PROYOUTH will deliver the HEART Program to at-risk students in grades k-5 at Del Rey Elementary School, King City Arts Magnet School, and Santa Lucia Elementary School in King City, CA. Priority enrollment will be given to foster and homeless youth, as well as to students who have been referred to the CITY and DISTRICT, including law enforcement. Once priority registration is completed, all other students will be enrolled on a first come, first served basis. PROYOUTH will make the program available to at least the number of students funded by each of the After School Education and Safety (ASES) and 21st Century Community Learning Center (CCLC) grants received.

D. HEART Program:

1. **Safety Education:** HEART will implement safety into the daily program, including Partner Programs as detailed in the Comprehensive Plan, mentoring programs and on-site visits from local safety agencies. HEART shall also provide students with the opportunity to develop skills that will help them think critically in regards to safety.
2. **Daily Math Skills/Facts Support:** daily instruction and practice is imbedded into Project Based Learning using curriculum and programs aligned to and supporting day school goals.
3. **Homework:** HEART will provide daily homework assistance time for each grade level in collaboration with day school first instruction goals.
4. **STEM Enrichment:** HEART will provide multiple STEM enrichment activities through the Project-Based Learning detailed below.
5. **Keyboarding Skills:** HEART will provide a variety of practice time for each grade level to assist in development of the students' keyboarding skills. The DISTRICT will make available computer labs and in-class computers to facilitate this vital skill building area for student success in the Smarter Balance tests. HEART will utilize online education keyboarding services and other computer-based programs as requested by the DISTRICT.
6. **Physical Education:** HEART will provide daily fitness activities including SPARKS PE and EnergizeUp!, in addition to offering a variety of engaging fitness opportunities.

7. Project-Based Learning: the “enrichment” requirement of the grant is met by HEART through a variety of project-based learning offerings. The following are the programs and pathways that are available for implementation in the Expanded Learning Program. Selection will be made in collaboration between the DISTRICT staff, school administrators, ProYouth Executive Director of Programs, and HEART Program staff.
 - a. Ag Science Pathway
 - b. Computer Science and Engineering Pathway
 - c. Visual and Performing Arts Pathway
 - d. Insight Program
 - e. Literacy Development Program
 - f. Health Sciences Pathway
 - g. Other Projects as they become available and serve DISTRICT goals
 8. The Program Director will work with Site Director to make sure site staff follow the Pathway learning projects and align the delivery of specific program components with CITY and DISTRICT priorities and day-school learning needs as determined by the school site and the DISTRICT.
 9. HEART will work with the CITY, the DISTRICT, and community partners to secure free field trips through in-kind donations.
 10. Special Events: a component of each Project is a student-driven culminating event with a demonstration of student learning. ProYouth also will facilitate bringing visitors and speakers to enhance learning and leadership development.
- E. Accountability:** PROYOUTH will coordinate and implement the HEART Program, a safe, supervised expanded learning program for at-risk students. PROYOUTH shall maintain complete and accurate records with respect to the services rendered, the students served, and the costs incurred under this Agreement. In addition, PROYOUTH shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible.
- DISTRICT will act as the Local Educational Agency (LEA) Partner for the After School Education and Safety (ASES) Grant and 21st Century Community Learning Center (CCLC) Grant awarded to DISTRICT to implement the HEART Expanded Learning

Program. CITY and DISTRICT will follow all fiscal report and auditing standards required by the California Department of Education, including the processing and payment of invoices submitted by PROYOUTH for the administration of the HEART Program. All reports for each school site shall be submitted by PROYOUTH to the DISTRICT upon the due dates established with the DISTRICT by the Grants.

CITY will partner with the DISTRICT and PROYOUTH to develop a campaign to educate youth on the realities of gang participation; expand resources available to parents on education of parenting skills and recognizing signs of gang, drug, and other activities; and apply for additional grants to expand HEART Programs in King City.

- F. Grant Applications:** PROYOUTH agrees to identify and assist in preparation of grant applications to obtain funding with the goal of bringing every student off the waiting list. Potential target grants include After School Education and Safety (ASES) grants, 21st Century Community Learning Center (CCLC) grants, other federal grants, and large private foundations.
- G. Contract Amount and Payments:** The CITY has agreed to support the HEART Program for a minimum of \$235,000.00 annually, plus any costs mutually agreed upon resulting from supplemental HEART programming. Some portion of these funds may be in the form of private donations made directly to PROYOUTH, a 501(c)3 nonprofit organization. The full amount of any private donations made directly to PROYOUTH for the King City HEART program shall be dedicated towards the amount of financial support committed by the CITY. Some portion of these funds may also be derived from Community Development Block Grant or other grant funding. PROYOUTH will follow all fiscal report, auditing or other standards required by the California Department of Housing and Community Development or other grant funding sources. PROYOUTH will submit invoices to CITY for their support when the ASES and 21st CCLC grant funds have been expended, beginning July through June of each fiscal year covered by this MOU. CITY may request the costs invoiced by PROYOUTH to be deducted from donations submitted directly to PROYOUTH for the King City HEART program rather than submitting a payment. PROYOUTH will submit monthly invoices for reimbursement to the DISTRICT for the ASES and 21st CCLC grants. DISTRICT will reimburse PROYOUTH for expenses per the terms of the grants. DISTRICT also agrees to support the HEART program for a minimum

of \$25,000 annually commencing on July 1, 2019 in addition to the grants, plus any other costs mutually agreed upon resulting from supplemental HEART programming. Upon receipt of funding beyond that committed to herein, all parties reserve the right to discuss the potential expansion of the HEART Program to include additional students, with consideration given to specific Program staffing and materials needs and requirements.

- H. Compliance with all Regulations and Mandates:** All services provided by PROYOUTH will be fully compliant with and meet or exceed California Education Code, ASES and 21st CCLC mandates, and the policies and priorities of CITY and DISTRICT. PROYOUTH will provide all record keeping including application and enrollment forms, attendance tracking, and pre/post assessment data. DISTRICT will submit to CDE all reports as required by the ASES and 21st CCLC Grants, including Semi-Annual Attendance Reports, Outcomes-Based Data for Evaluation Reports, and Expenditure Reports. All PROYOUTH staff are NCLB compliant and have passed FBI and Department of Justice background checks, as well as ongoing TB testing.
- I. Facilities and Liability:** DISTRICT will provide the use of facilities at each elementary site at no charge. PROYOUTH will be responsible for filing of facility use permits and providing proof of insurance and indemnification in manner identical to that agreed upon in PROYOUTH's master ASES and 21st CCLC MOU agreements with DISTRICT.
- J. Entire Agreement:** This MOU constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this MOU shall be in writing and signed by both parties.
- K. Severability:** If any provision of this MOU or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this MOU and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.
- L. Successors and Assigns:** This MOU shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- M. Jurisdiction:** This MOU shall be administered, governed and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Monterey, State of California.

- N. Authority:** Each person executing this MOU covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (iii) the party has full corporate, partnership, trust, association, or other power and authority to enter into this MOU and to perform all of its obligations hereunder, and (iv) each person (and all of the persons if more than one signs) signing this MOU is duly and validly authorized to do so.
- O. Counterparts:** This MOU may be executed in counterparts, and copies of this MOU shall be deemed originals.
- P. Knowing and Voluntary Agreement:** The Parties to this MOU acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this MOU and consult with their own attorney concerning the meaning and effect of this MOU. By executing this MOU, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this MOU, and that they are knowingly and voluntarily entering into this MOU and signing it of their own free will.
- Q. Indemnification:** PROYOUTH acknowledges and agrees to indemnify, protect, defend and hold harmless, the DISTRICT and CITY, including their managers, officers, directors, attorneys, members, employees, agents, contractors, partners and lenders (collectively "Indemnified Parties" and individually "Indemnified Party"), from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) the administration of the HEART program; (2) any appeals by third parties relating to the HEART program, approval or denial and any actions taking in furtherance of the HEART program; (3) any breach by PROYOUTH in the performance in a timely manner of any obligation on its part to be performed under this MOU; or (4) any acts, omissions or negligence of Applicant or any person or entity claiming through or under PROYOUTH, or PROYOUTH agents, employees, contractors, invitees or visitors. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against any Indemnified Party litigated and/or reduced to judgment. In case any action or proceeding

is brought against any Indemnified Party by reason of any of the foregoing matters, PROYOUTH upon notice from the said Indemnified Party (or Indemnified Parties), shall defend the same at PROYOUTH's expense by counsel reasonably satisfactory to the Indemnified Party and the Indemnified Party shall cooperate with PROYOUTH in such defense. An Indemnified Party need not have first paid any such claim in order to be so indemnified. In addition, the Indemnified Party may require PROYOUTH to pay that Indemnified Party's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the Indemnified Party shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by PROYOUTH or its counsel.

PROYOUTH's obligations to defend, indemnify and hold harmless the Indemnified Parties shall include, but not be limited to, the cost of preparation of any administrative record by any Indemnified Party, staff time, copying costs, courts costs, the costs of any judgments or awards against any Indemnified Party for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of the environmental document(s) or mitigation plan(s) related to the HEART program, and the costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the adequacy of any document(s) related to the HEART program.

The provisions of this section shall Survive the expiration or termination of this MOU.

R. Termination: The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law under this Agreement.

1. Without Cause: Either party shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.
2. With Cause: This Agreement may be terminated by either party should the other party:
 - i. be adjudged a bankrupt, or
 - ii. become insolvent or have a receiver appointed, or
 - iii. make a general assignment for the benefit of creditors, or

- iv. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- v. materially breach this Agreement.

For any of the occurrences except item (v), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

If the nature of the breach is such that it cannot be cured within that five (5) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

- 3. Effects of Termination: Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.
- S. **Term**: This Agreement shall become effective **July 1, 2018** and shall terminate on **June 30, 2021**, unless terminated earlier as provided in this Agreement.

THE PARTIES, having read and considered the above positions, indicate their agreement by their authorized signatures below.

CITY OF KING

BY _____

Steven, Adams, City Manager

CITY OF KING

KING CITY UNION SCHOOL DISTRICT

BY _____

Rory Livingston, Superintendent, King City Union
School District

DISTRICT

PROYOUTH

BY _____


Dr. Marie Pinto, Chief Executive Officer

PROYOUTH

**SUBRECIPIENT AGREEMENT
AGREEMENT BETWEEN THE CITY OF KING
AND
PROYOUTH
FOR
HEART AFTER SCHOOL EXPANDED LEARNING PROGRAM**

THIS AGREEMENT, entered as of the dates set forth below by and between the City of King (herein called the "GRANTEE") and PROYOUTH (herein called the "SUBRECIPIENT".)

WHEREAS, the GRANTEE has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the GRANTEE utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. FUNDING AVAILABILITY AND USE

A. Contingent on funding

The terms of this agreement are valid and enforceable only to the extent to which funds are made available to the GRANTEE by the United States Government and the State of California for the purposes of the Community Development Block Grant Program.

B. Limitation on Use of Funds

Grant funds may be used only for the activities described in this agreement and any properly executed amendment thereto. Funds found to have been expended improperly or for which sufficient documentation is not available shall be repaid by the SUBRECIPIENT to the GRANTEE.

II. SCOPE OF SERVICE

A. Activities

The SUBRECIPIENT will be responsible for administering the HEART After-School Expanded Learning Program using CDBG grant funding for under the CDBG Grant No. 17-CDBG-12024 in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

Program Delivery
Youth Services

General Administration

SUBRECIPIENT may charge those general administration, supervision, and management costs directly associated with provisions of the above services. Indirect costs may not be charged to this grant without prior written approval of the GRANTEE and State CDBG program staff. . Costs for items whose benefits are shared by programs other than the CDBG-funded program may only be allocated to the CDBG-funded program in proportion to the benefit received by the CDBG-funded program. Such shared items and the method for determining the proportion resulting in benefit to the CDBG-funded program must be properly documented in accordance with CDBG program requirements and approved by the City

Fundraising

No costs or expenditures including but not limited to staff costs, supplies, advertising or other operating costs associated with fundraising activities may be charged to this grant.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the SUBRECIPIENT agrees to provide the following levels of program services:

D. Reporting Requirements

SUBRECIPIENT agrees to provide quarterly financial status reports and annual performance reports per forms and instructions provided by the GRANTEE. Financial status reports/reports for payment shall include a profit and loss statement indicating the expenses for which grant funds are being requested. In addition to the information requested per each reporting form, SUBRECIPIENT shall submit information on the outcome measures listed below. The report period for outcome measure data shall coincide with the period of the report with which the information is being submitted.

Annually: For every non-duplicated individual served, the following information is required:

- 1) Name or identification number
- 2) Home address in King City
- 3) Participant type
- 4) Total household size
- 5) Annual gross income for household

- 6) % of area median income
- 7) Access to service
- 8) Hispanic (yes/no)
- 9) Race/ethnicity
- 10) Veteran (yes/no)

This information must be submitted to the GRANTEE annually, no later than July 15th for the previous fiscal year ended June 30th.

E. Performance Monitoring

The GRANTEE will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Such monitoring shall include, but not be limited to, annual on-site monitoring visits and quarterly desk audits. Substandard performance as determined by the GRANTEE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being noticed by the GRANTEE, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Services of the SUBRECIPIENT shall start on January 1, 2019 and end on June 30, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income.

IV. BUDGET

Program Revenues

Total revenues for program provided by SUBRECIPIENT funded by this CDBG Grant shall include:

- After School Education and Safety Grant(s) (ASES)
- 21st Century Community Learning Center (CCLC) Grant(s)
- Community Development Block Grant (CDBG)
- City of King Funds
- King City Union School District Funds

Grant Expenditures

SUBRECIPIENT shall expend grant funds only in support of the approved activities contained in this Agreement in accordance with the following general budget items:

Pay and Benefit Costs for the following positions:

- King City Program Manager
- King City Site Directors
- King City Program Leader IIs
- King City Program Leaders

Instructional Supplies

Office and Communications Equipment Purchase, Lease and Maintenance

Computers and Software

Travel and Other Expenses Related to Training and Oversight

Enrichment Specialist
Contracted Services
Recruitment
Marketing and Registration

Equipment to be purchased shall be limited to the following unless otherwise agreed upon in writing:
Office Equipment

Any amendments to these budget items must be approved in writing by the GRANTEE and the SUBRECIPIENT. SUBRECIPIENT will submit a detailed line item budget for approval prior to commencing to draw down funds

Subrecipient Leverage

Leverage is not required under this Agreement.

Indirect Costs

Indirect costs may not be charged without prior written consent of the GRANTEE and State CDBG program staff and must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the GRANTEE may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the GRANTEE.

V. PAYMENT

It is expressly agreed and understood that the total to be paid by the GRANTEE under this Agreement shall not exceed \$465,166. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the SUBRECIPIENTS financial management system in accordance with the standards specified in OMB Circular A-110 hereto made part of this Agreement by this reference.

VI. NOTICES

Communication and details concerning this contact shall be directed to the following contract representatives or their designees". Email communication may be used for informal communication but is not accepted as formal communication. All formal communication must be submitted in writing.

GRANTEE:

Steven Adams City Manager
City of King
212 S. Vanderhurst Avenue
King City, CA 93930
Phone: (831) 386-5917
Fax: (831) 386-5968
Email: sadams@kingcity.com

SUBRECIPIENT:

Scott Jacobsen, President
PROYOUTH
505 N. Court Street
Visalia, CA 93291
Phone: (707) 559-374-2030
Fax: (707)
Email:

VII. General Conditions

A. General Compliance

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, State and local regulations and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent SUBRECIPIENT"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing a relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent SUBRECIPIENT" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payments of all Unemployment Compensation, FUCA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent SUBRECIPIENT.

C. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENTS performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The SUBRECIPIENT shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the GRANTEE.

The SUBRECIPIENT shall comply with bonding and insurance requirements as outlined in OMB Circular A-110.

F. GRANTEE Recognition

The SUBRECIPIENT shall ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding

source. In addition, the SUBRECIPIENT will include a reference to the support provided here in in all publications made possible with funds made available under this Agreement.

G. Amendments

The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the GRANTEE'S governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligation under this agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Services in Paragraph 1 A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or material prior to the termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or part, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE'S Contracts, in addition to the other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said contract funds until such time the SUBRECIPIENT is found to be in compliance by the GRANTEE, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SUBRECIPIENT shall administer the program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. The principles shall be applied for all costs incurred whether charged on a direct or indirect basis. OMB Circular A-122 and/or A-21 are hereto made part of this Agreement by this reference.

B. Documentation and Record-Keeping

1. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, hereto made part of this Agreement by reference, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition of improvements, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, hereto made part of this Agreement by reference and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570, hereto made part of this Agreement by reference.

2. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement. Records for non-expandable property acquired with funds under this Agreement shall be retained for five (5) years after final payment has been received. Notwithstanding the above, if there is litigation, claims, audits, negotiations

or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or expiration of the five-year period whichever occurs later. All original documents required to support the CDBG program and National Objectives shall be provided to the City at the end of the grant period.

3. Client Data

The SUBRECIPIENT shall maintain client's data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designees for review upon request.

4. Disclosure

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEES or SUBRECIPIENTS responsibility with respect to services provided under this Agreement, is prohibited by State and Federal law unless written consent is obtained from such person receiving services and in the case of a minor, that of the responsible parent/guardian.

5. Property Records

The SUBRECIPIENT shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet the eligibility criteria and shall conform with the "Changes in Use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable, and hereto made part of this Agreement by this reference.

6. Close-Outs

The SUBRECIPIENT'S obligation to the GRANTEE shall not end until all close-out requirements have been completed and State monitoring has occurred and been cleared. Activities during this close-out period shall include, but are not limited to the following: making final payments, disposing of program assets (including return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE), determining the custodianship of all records, and availability of staff for monitoring and monitoring clearance process.

7. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GRANTEE, grantor agency, their designee or the Federal Government, at any time during normal business

hours, as often as the GRANTEE or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted by an outside auditor in accordance with generally accepted accounting practices and, as applicable, OMB Circular A-133, hereto made part of this Agreement by this reference. A copy of the annual agency audit shall be provided to the GRANTEE within 30 days of completion.

C. Reporting and Payment Procedures

1. Program Income

Harrington House Domestic Violence Shelter Services will not produce Program Income and is not subject to the provisions thereof.

2. Indirect Costs

Indirect costs shall not be allowed without prior written approval of the GRANTEE and the State CDBG program staff. If indirect costs are determined to be essential to the delivery of program services, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit such plan to the GRANTEE for approval, in a form specified by the GRANTEE.

3. Payment Procedures

The GRANTEE will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and GRANTEE policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT and not to exceed actual cash requirements. Payments will be adjusted by the GRANTEE in accordance with advance fund and program income balances (if applicable) available in the SUBRECIPIENT accounts. In addition, the GRANTEE reserves the right to liquidate funds available under this Agreement for costs incurred by the GRANTEE on behalf of the SUBRECIPIENT.

4. Payment Procedures

The SUBRECIPIENT shall submit regular Progress Reports to the GRANTEE in form, content, and frequency as required by the GRANTEE.

D. Procurement

1. Compliance

The SUBRECIPIENT shall comply with current GRANTEE policy concerning the purchase of equipment and procurement of professional services and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income (if applicable), property, equipment, etc.) shall revert to the GRANTEE upon termination of the Agreement.

2. OMB Standards

The SUBRECIPIENT shall procure all materials, property, or services in accordance with OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502 (b) (6), covering utilization and disposal of property.

IX. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING ELEMENT**

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements of 6570.606(d) governing optional relocation policies as determined by the GRANTEE. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG assisted project. The SUBRECIPIENT also agrees to comply with applicable GRANTEE ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

The SUBRECIPIENT agrees to comply with local and State Civil Rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 50 of the Rehabilitation Act of 1973, the American with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11374 and 12086.

2. Nondiscrimination

The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post n conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964.(P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the GRANTEE and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GRANTEES specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The GRANTEE shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such

program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENTS commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. State Non-Discrimination/Equal Opportunity Clause

During the performance of this Agreement, SUBRECIPIENT agrees to follow:

- a. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. SUBRECIPIENT employment, notices to be provided setting forth provision for this nondiscrimination clause.

- b. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The SUBRECIPIENT will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTS or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed

by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENTS sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENTS sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing

rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

2. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or trained by the SUBRECIPIENT hereunder. These conflicts of interest provisions apply to any person who in an employee, agent, consultant, officer, or elected official or appointed official of the GRANTEE, or of any designated public

agencies or sub-recipients that are receiving funding under the State CDBG program

5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the GRANTEE and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. WAIVER

The GRANTEE'S failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GRANTEE to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the GRANTEE and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the GRANTEE and the SUBRECIPIENT with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below:

CITY OF KING:

BY: _____ DATE: _____
Steven Adams, City Manager

PROYOUTH:

BY: _____ DATE: _____
Scott Jacobsen, PRESIDENT, Board of Directors



Item No. 9(M)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 23, 2018

TO: CITY COUNCIL

FROM: ROBERT MASTERSON, CHIEF OF POLICE

**RE: CONSIDERATION OF LEASE/PURCHASE AGREEMENT WITH
MOTOROLA CORPORATION FOR PURCHASE OF NEW
POLICE RADIOS**

RECOMMENDATION:

It is recommended the City Council approve the lease/purchase agreement with Motorola Corporation for the lease/purchase of new police radios for the King City Police Department.

BACKGROUND:

In late 2006, the City of King, along with all law and fire agencies within the County of Monterey, began the process of building a single user system of communication in Monterey County. As part of this process, contracts with the Harris Radio system were established to address the radio needs of county end users. The City of King opted to purchase the Harris radios through the county partnership. All agencies were provided various options based on cost and functionality of the equipment. The City of King opted for the lowest cost option at the time. These radios are now reaching the end of their useful life, meaning replacement parts will soon no longer be available.

DISCUSSION:

The City of King Police Department purchased the Harris make radios in 2006, along with other police agencies in Monterey County in conjunction with the countywide Next Generation (NGEN) Radio Project. This project has been ongoing since that time and has just completed final approval and installation of the radio infrastructure.

During the time of development and completion, agencies maintained the Harris radio equipment for both vehicles (mobile radios) and handheld (individual officer radios). In the past two years, as the project neared completion, the agencies

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found that the aging equipment purchased originally was having difficulty in proper functionality with the system. This past year, agencies were advised by County Emergency Communications that Harris was implementing an end of life of the existing radios. This meant that the replacement parts for repair will no longer be manufactured and the current radio models would not be repairable.

Concurrent with this, minor flaws in the system and radio compatibility were discovered with the outdated radios. Testing of newer model Harris radios and competitor model radios began within the Monterey region. The result of these field tests revealed that the Motorola brand radio functioned better in field test for both reliability and dependability. Motorola is now offering a reduced price to Monterey County agencies and a lease/purchase option. This provides both the financial ability to purchase the required number of radios to the entire Department along with the ability to purchase the better product.

Reliability and dependability of radio communication is considered the lifeline of an officer. If an officer is unable to call for help due to a radio not functioning at optimal level, then help will not respond when needed.

COST ANALYSIS:

The Motorola Corp offers a 3, 5, and 7 year lease option. The 7-year lease option is recommended, which would result in payments of \$33,817.81 per year. The cost will be funded from the Supplemental Law Enforcement Services Fund (SLESF), which are funds received from the State earmarked for law enforcement. Therefore, there will be no impact on the General Fund. The City has just completed paying off the Ford Motor Corp vehicle loan, which eliminates an existing annual payment of \$26,339.18, which was also funded from SLESF, so there will be sufficient funding available. In addition, the first payment does not become effective until next fiscal year. Therefore, there is no impact to the current budget.

ENVIRONMENTAL REVIEW:

This matter is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

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ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommended lease/purchase;
2. Modify the lease term and approve the lease/purchase;
3. Do not approve staff's recommendation and maintain the current radios;
4. Provide staff with further direction

Prepared By:



Robert Masterson, Chief of Police

Approved By:



Steven Adams, City Manager



Item No. 9 (N)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CONTRACT SERVICES AGREEMENT WITH EIKHOF DESIGN GROUP, INC. FOR PUBLIC WORKS SPECIAL PROJECTS COORDINATION

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager to execute a contract services agreement with Eikhof Design Group, Inc. for Public Works special projects coordination; and 2) authorize the City Manager to make non-substantive changes as necessary in a form approved by the City Attorney.

BACKGROUND:

In October 2017, the City entered into a one-year contract with Eikhof Design Group, Inc. to provide Public Works special projects coordination. The contract is due to expire this month. Therefore, staff is recommending the City Council approve a new contract for an additional one-year period.

DISCUSSION:

The City has not been able to fund any in-house Public Works management or administrative staff for several years. As a result, there were several operational issues and requirements that needed to be addressed. A number of significant accomplishments and operational improvements have been completed during the past year. However, additional work is necessary to further improve operations and to help address a long list of special projects identified that are not feasible for the City Manager or other City staff to coordinate.

COST ANALYSIS:

The contract amount is proposed to increase from \$60 to \$70 per hour. The contract provides for a not-to-exceed amount of \$80,000. Funding was included

**CITY COUNCIL
CONSIDERATION OF CONTRACT SERVICES AGREEMENT WITH EIKHOF
DESIGN GROUP, INC. FOR PUBLIC WORKS SPECIAL PROJECTS
COORDINATION
OCTOBER 23, 2018
PAGE 2 OF 2**

in the FY 2017-18/ FY 2018-19 Biennial Budget for this expense. Therefore, no additional appropriation is necessary.

ENVIRONMENTAL REVIEW:

This matter is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve the proposed Agreement;
2. Modify and approve the proposed Agreement;
3. Do not approve the proposed Agreement; or
4. Provide staff other direction.

Exhibits:

1. Agreement for Contract Services

Prepared and Approved by:



Steven Adams, City Manager

CITY OF KING
CONTRACT SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 2018, by and between the CITY OF KING, a California municipal corporation ("City") and Eikhof Design Group, Inc. (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however,

Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.2 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for a period of one (1) year

from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Geoff English is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. STEVEN ADAMS [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or

damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other

provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, and letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, and request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s) he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Eric Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

Eikhof Design Group Inc.

By: _____
Name: Jeff van den Eikhof
Title: President

By: _____
Name: Vicki van den Eikhof
Title: Secretary
Address: 4875 El Camino Real,
Atascadero, CA 93422

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> GENERAL <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide services on a part-time temporary basis to include some or all of, but not be limited to, the following tasks:

1. Conduct an administrative review and assessment of the Public Works Department and provide recommendations for policy and procedural changes to meet current legal and regulatory requirements and to address potential improvements to operational best practices.
2. Conduct an administrative review and assessment of the current Public Works Department request tracking, maintenance schedule, and project schedule systems and coordinate with other agency staff to provide recommended service delivery and tracking improvement.
3. Assist City Manager in evaluating Airport operational issues and develop new processes and procedures.
4. Conduct a review of water use at all City Parks and provide a report with recommendations for improvements to irrigation efficiency, including potential rehabilitation strategies.
5. Coordinate implementation of plan to upgrade sports fields.
6. Attend staff meetings and prepare Council staff reports as necessary.
7. Prepare and implement recommendations for financing and purchase of a new street sweeper, solicit and prepare contractual documents for the citywide tree trimming program, and perform other administrative work identified by the City Manager necessary to address the Public Works Department equipment and operational needs.
8. Assess the Public Works Department staffing levels and structure and submit recommendations for future staffing and organizational structure to address needs and maximize efficiency.
9. Prepare specifications and secure quotations from qualified firms for traffic signal maintenance.
10. Oversee contract for preparation of wastewater rate study.
11. In coordination with Human Resources Coordinator, implement new training programs for Public Works Department staff.

12. Coordinate implementation of improvements to address deficiencies identified in the City's ADA Transition Plan.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[If none, note "Not Applicable"]

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

For performance of the tasks set forth in Exhibit A Scope of Work, City shall pay Consultant a rate of \$70.00 per hour and the total cost shall not exceed eighty thousand dollars (\$80,000).

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall commence work on October 30, 2018. Timelines for completion of tasks set forth in Exhibit A Scope of Work shall be mutually agreed upon by Consultant and City Manager. Schedule shall be reviewed and updated on a monthly basis.



Item No. 9(O)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR THE PROCUREMENT OF PORTABLE AND MOBILE RADIOS AND ANCILLARY EQUIPMENT

RECOMMENDATION:

It is recommended the City Council approve and authorize the Mayor to execute a Memorandum of Understanding (MOU) for participation in an Assistance to Firefighters Grant for the Procurement of Portable and Mobile Radios and Ancillary Equipment.

BACKGROUND:

The countywide emergency and radio system has recently been updated. As a result, the Fire Department's radio system will soon be incompatible with the system and needs to be replaced. King City has been invited to participate in a joint application for a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security to purchase new radios. The City Council approved participating in a similar grant application in 2016, which was not successful.

DISCUSSION:

The Monterey County Regional Fire District will serve as the lead agency on the grant application. Big Sur Fire is also a participant in the MOU. The radios proposed are comparable to those identified in the Police Department's proposed purchase. However, since the Fire Department radios are older, replacement of their equipment is even more urgent. If the grant is not received, staff will propose an additional lease/purchase agreement similar to the Police Department proposal.

**CITY COUNCIL
CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR
PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR THE
PROCUREMENT OF PORTABLE AND MOBILE RADIOS AND ANCILLARY
EQUIPMENT
OCTOBER 23, 2018
PAGE 2 OF 3**

There is a tremendous benefit of entering into the MOU. By partnering with other agencies, the application will be more competitive than if the City attempted to submit an application on our own. In addition, Monterey County Regional Fire District has more staff resources and expertise available to prepare and administer the grant application.

COST ANALYSIS:

The total radio cost for the Fire Department is approximately \$200,000. Under the grant, there will be a 10% match requirement and administrative costs. Therefore, the City would need to appropriate approximately \$25,000.

ENVIRONMENTAL REVIEW:

This matter is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendation;
2. Direct staff to request a modification to the terms of the MOU;
3. Direct staff to prepare the City's own application rather than the joint application;
4. Do not approve participation in the MOU; or
5. Provide staff other direction.

Exhibits:

1. Memorandum of Understanding (MOU) for Participation in an Assistance to Firefighters Grant for the Procurement of Portable and Mobile Radios and Ancillary Equipment

Prepared and Approved by:



Steven Adams, City Manager

**AGREEMENT
FOR THE PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR
THE PROCUREMENT OF PORTABLE AND MOBILE RADIOS AND ANCILLARY
EQUIPMENT**

Monterey County Regional Fire District, HOST AGENCY

THIS AGREEMENT is made and entered into as of the 25 day of October, 2018 by and between the Monterey County Regional Fire District, Monterey County, a political subdivision of the State of California (hereinafter the ("Host Agency") and the following, agencies (hereinafter individually the ("Participating Agency")):

City of King, Ca
Big Sur Fire Brigade

RECITALS:

WHEREAS, emergency radio communications is one of the most hazardous aspects of a firefighters job and according to statistics accounts for up to 25% of firefighter injuries and deaths annually; and

WHEREAS, it is in the best interests that all Agencies to continue to work together to provide applicable training and communications to the county, cities and districts, and persons served; and

WHEREAS, the Host Agency, in conjunction and consultation with the all participating agencies, will host a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, Department of Homeland Security Preparedness Directorate's Office of Grants and Training may award the grant for an amount that will not exceed \$1,000,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DISTRICT'S OBLIGATION

- A. The Host Agency shall coordinate, plan, and purchase the portable and mobile radios in accordance with appropriate federal, state, and local laws, rules, and regulations.
- B. The Host Agency shall coordinate with the grant program manager and appropriate vendors to secure the equipment in accordance with local procurement procedures and Federal purchasing guidelines.
- C. Any unexpended dollar amounts contributed by an agency will be returned to the agency within three months after the notice of completion for the project has been filed by the District, or the project is declared abandoned by the participating agencies, whichever is earlier.

2. **AGENCIES' OBLIGATION**

- A. The Participating Agencies may assist in governing the design and specifications for the portable radios and fixed site infrastructure.
- B. The Participating Agencies may provide technical input and requirements necessary to create an effective radio specification to meet their individual and collective needs.
- C. The Participating Agencies shall provide funding and resources necessary to complete the purchase of the specified communications equipment pursuant to the grant agreement documents with regards to local matching funds and contractual services.

3. **COST SHARING PLAN**

In consideration of the foregoing, each Agency shall pay the District a share of the communications equipment purchase costs in accordance with the Agency's cost sharing ratio as agreed utilizing the exhibit A attached to this Memorandum of Understanding.

4. **PAYMENT PROVISIONS**

Agencies agree to remit full payment of all invoices received from the District within 30 days of receipt. Agencies agree that the District may issue invoice prior to delivery of communications equipment, but not prior to actual award of contract for purchase to communications equipment vendor. District may invoice agencies for any portion, or the entire amount, of their respective costs.

5. **TERM OF THE AGREEMENT**

This Agreement shall become effective as of October 25, 2018, and shall remain in effect for a period of six (6) months after notice of completion of the project has been recorded by the Preparedness Directorate's Office of Grant and Training.

6. **SEVERABILITY**

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

7. **INDEMNIFICATION**

Each Agency shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with that Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the District. "District's performance" includes District's action or inaction and the action or inaction of the District officers, employees, agents and subcontractors.

The District shall indemnify, defend, and hold harmless each Agency, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the an Agency or Agencies. "Agency's performance" includes Agency's action or inaction and the action or inaction of Agency's officers, employees, agents and subcontractors.

8. INSURANCE

- A. Without limiting Agency's or District's duty to indemnify, all Agencies and the District shall maintain in force at all times during the performance of this Agreement, program of insurance with the following minimum limits of liability:
1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 3. Worker's Compensation in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.
- B. In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished upon request to the other parties prior to execution of this Agreement.

9. GENERAL PROVISIONS

- A. Project Governance. The District shall govern the project to specify and purchase the communications equipment. By a majority vote at a meeting at which a quorum of the represented voting agencies are present the project may be terminated and/or reconstituted as directed by the approved motion.
- B. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- C. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

- D. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- E. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- G. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- I. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the Agreement will remain valid for those agencies that execute the Agreement.
- K. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated below with the signatures to the location at which this Agreement is executed:

Dispute Resolution.

- i) Duty to Meet and Confer. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. Representatives of each party will personally meet and attempt in good faith to resolve the dispute.
- ii) Mediation. If their representatives are unable to resolve the dispute within 15 days thereafter, the parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the Judicial

Arbitration and Mediation Service ("JAMS"). The expenses of witnesses for either side shall be paid for the party producing such witnesses. All other expenses of the mediation shall be borne equally by the parties, unless they agree otherwise. Any resultant agreements from mediation shall be documented in writing. All mediation proceedings, results, and documentation shall be inadmissible for any purpose in any legal proceeding (pursuant to California Evidence Codes sections 1115 through 1128), unless otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery. Mediation shall be completed within 30 days after request for the mediation by either Party or such additional time as may be mutually agreed upon in writing by both parties.

- iii) **Arbitration.** If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted under the rules of JAMS. The decision of the arbitrator shall be binding unless within 30 days after issuance of the arbitrator's written decision a party files an action in a court of law. Venue and jurisdiction for any legal proceeding between the parties shall lie in the Superior Court for the County of Monterey.

IN WITNESS WHEREOF, the Monterey County Reginal Fire District and each of the Agencies have caused this Agreement to be executed by their duly authorized representative as of the day and year written above.

Monterey County Regional Fire District:
Board President
Date:
City of King
Mayor
Date:
Big Sur Fire Brigade
President:
Date:

Exhibit "A"

2018 AFG Communication Grant

MCRFD	Quantity	Cost	Tax	Cost + Tax	Subtotal
Portable Radios with clamshell and case	14	\$6,293.70	\$487.76	\$6,781.46	\$94,940.46
Portable Radio Vehicle Chargers	43	\$242.58	\$18.80	\$261.38	\$11,239.34
Single Head Remote Mobile Radios	34	\$6,092.94	\$472.20	\$6,565.14	\$223,214.86
Dual Head Remote Mobile Radios	24	\$6,539.09	\$506.78	\$7,045.87	\$169,100.87
Headset Integration Cables	9	\$400.00	\$31.00	\$431.00	\$3,879.00
Base Station Radios	8	\$4,438.52	\$343.99	\$4,782.51	\$38,260.04
Programing Cables	2	\$70.50	\$5.46	\$75.96	\$151.93
				Shipping	\$1,500.00
				MCRFD Total	\$542,286.50

King City Fire	Quantity	Cost	Tax	Cost + Tax	Subtotal
Portable Radios with clamshell and case	15	\$6,293.70	\$487.76	\$6,781.46	\$101,721.93
Portable Radio Vehicle Chargers	15	\$242.58	\$18.80	\$261.38	\$3,920.70
Single Head Remote Mobile Radios	9	\$6,092.94	\$472.20	\$6,565.14	\$59,086.29
Dual Head Remote Mobile Radios	4	\$6,539.09	\$506.78	\$7,045.87	\$28,183.48
Base Station Radios	1	\$4,438.52	\$343.99	\$4,782.51	\$4,782.51
Programing Software	1	\$399.00	\$30.92	\$429.92	\$429.92
Programing Cables	2	\$70.50	\$5.46	\$75.96	\$151.93
				Shipping	\$1,500.00
				KCF Total	\$199,776.74

Big Sur Fire	Quantity	Cost	Tax	Cost + Tax	Subtotal
Portable Radios with clamshell and case	25	\$6,293.70	\$487.76	\$6,781.46	\$169,536.54
Single Head Remote Mobile Radios	9	\$6,092.94	\$472.20	\$6,565.14	\$59,086.29
Dual Head Remote Mobile Radios	3	\$6,539.09	\$506.78	\$7,045.87	\$21,137.61
Programing Software	1	\$399.00	\$30.92	\$429.92	\$429.92
Programing Cables	2	\$70.50	\$5.46	\$75.96	\$151.93
				Shipping	\$1,500.00
				BSF Total	\$251,842.29

GRANT Total \$993,905.53

Admin Cost		
Grant Writer Fees		\$9,939.06
Single Site Audit		\$7,000.00
		\$16,939.06
	Agency Share	\$5,646.35

Agency Costs Total					
MCRFD		King City		Big Sur	
\$54,228.65	10% match	\$19,977.67	10% match	\$25,184.23	10% match
\$5,646.35	Admin	\$5,646.35	Admin	\$5,646.35	Admin
\$59,875.00		\$25,624.03		\$30,830.58	



Item No. 9(P)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF 2018 REGIONAL DEVELOPMENT
IMPACT FEE UPDATE**

RECOMMENDATION:

It is recommended the City Council adopt a Resolution updating the fee schedule for the Transportation Agency of Monterey County (TAMC) Regional Development Impact Fees.

BACKGROUND:

The Regional Development Impact Fee program, as adopted by the TAMC Board of Directors and each of the jurisdictions, went into effect in August 2008. Prior to the adoption of the regional fee program, development proposals were evaluated on a case-by-case basis for cumulative impacts to the regional transportation network as part of the California Environmental Quality Act (CEQA) review. This process often resulted in lengthy negotiations with developers, and assessments were not consistently applied throughout the County. The purpose of establishing a countwide Regional Fee program was to streamline the environmental review of new development and establish a consistent methodology to assess in-lieu fees as a CEQA mitigation for new trips on the regional transportation system.

As part of the Joint Powers Agreement that established the program, and State law, TAMC is required to conduct a major update to the fee program once every five years. The TAMC Board of Directors acting as the Regional Development Impact Fee Joint Powers Agency, of which the City is a member, approved the updated fee schedule on September 26, 2018. This resolution is to update the regional fees as part of the City's code.

**CITY COUNCIL
CONSIDERATION OF 2018 REGIONAL DEVELOPMENT IMPACT FEE
UPDATE
OCTOBER 23, 2018
PAGE 2 OF 3**

DISCUSSION:

The updated fees reflect changes that have occurred in the past five years, such as: updates to population, employment and housing projections; the expected pace of new development; changes in land use plans including general plan updates; the need for new transportation projects based on growth; the completion of some transportation projects; and changes to estimated project costs. The regional fee program segments the County into four distinct zones - North County, Peninsula / South Coast, Greater Salinas, and South County.

The concept of a traffic fee is to assure that new development pays for its impact on regional roads. Most new development will generate new trips; for instance, a new single family home is estimated to result in 10 new trips per day; some of those trips may be linked into a single automobile journey, and some will be walking, biking or transit trips. A new retailer or warehouse is estimated to draw new customers and employees, who will create trips on the regional and local roads, based on its overall square footage. The AMBAG Regional Travel Demand Model incorporates the adopted local general plans, as well as current and projected future population, to predict which roads people will drive on to get to and from these new developments, and existing land uses.

To calculate the traffic impact fee, TAMC's consultant, Wood Rodgers, used the AMBAG travel forecast model to determine where future traffic congestion (i.e. a network "deficiency") is projected to occur in 2035 (the forecast year). The fee program then proposes future roadway improvements where this traffic congestion is projected to occur. Only a portion of the future traffic congestion is caused by new trips; the remaining traffic is caused by trips to and from existing development, i.e. employment, housing or shopping centers.

After identifying where regional roadways are anticipated to be congested in the year 2035, the staff-consultant team proposed twelve transportation improvements to include in the fee program to accommodate the new trips created by development. TAMC staff reviewed this draft list of projects with the Technical Advisory Committee at the February 2018 meeting and made updates based on members' feedback. The fee per trip was then calculated by dividing the cost of the proposed transportation improvements by the total number of daily trips on that roadway. These per trip fees are calculated separately for each of the fee zones since some zones have more transportation improvements, as well as more new development, than others.

Two years ago, the City worked with TAMC and the other South County cities to reduce the fee by approximately 50% by removing local projects from the project list. The new proposed fee schedule for the South County zone will decrease the

**CITY COUNCIL
CONSIDERATION OF 2018 REGIONAL DEVELOPMENT IMPACT FEE
UPDATE
OCTOBER 23, 2018
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fee again from \$230 per trip to \$197 per trip. The primary cause for the change in fees is that the State Route 156 / US 101 interchange project was removed from the fee program.

COST ANALYSIS:

Since this program is administered by TAMC so there is no direct cost to the City from this action. The overall 2018 Regional Development Impact Fee program is projected to generate \$121 million through year 2035. These revenues depend on the type, location and pace of new development.

ENVIRONMENTAL REVIEW:

Environmental review is conducted by TAMC. In June 2018, the TAMC Board approved the 2018 Monterey County Regional Transportation Plan, and adopted Resolution 2018-12, making findings under the California Environmental Quality Act related to the Transportation Plan. This 2018 Regional Fee update is based upon projects identified and environmentally reviewed in the 2018 Monterey County Regional Transportation Plan and its accompanying CEQA Findings.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendation;
2. Direct staff to request removal of King City from the Regional Fee program, which is not recommended since it would significantly increase the complexity of environmental review for new projects;
3. Direct staff to request TAMC to provide additional study involving the Regional Fee if Council questions any of the findings; or
5. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
UPDATING THE REGIONAL DEVELOPMENT IMPACT FEES**

WHEREAS, in 2008, the Council of the City of King City (“City”), along with the Transportation Agency for Monterey County (“TAMC”), the County of Monterey (“County”) and other cities within the County, entered into a Joint Powers Agreement (“JPA”) establishing the Regional Development Impact Fee Agency (“RDIF Agency”) to coordinate the activities of the parties to the JPA in connection with the collection, transmittal and expenditure of Regional Development Impact Fees; and

WHEREAS, as part of its actions related to the JPA, City adopted Ordinance No. 08-673 (“Ordinance”) establishing a Regional Development Impact Fee (“RDIF”) to be paid by new development within the City to fund, in part, the cost of regional transportation improvements needed to accommodate new development of land within the county; and

WHEREAS, the City is a voting member of the RDIF Agency Board of Directors and located in the “South County” benefit zone of the RDIF program; and

WHEREAS, TAMC is the administrator of the RDIF Agency; and

WHEREAS, as part of its duties as the administrator of the RDIF Agency, TAMC completed the statutorily required five-year update to the Regional Development Impact Fee Nexus Study in 2013, and again in 2018 and made certain findings under CEQA as Lead Agency; and

WHEREAS, the Regional Development Impact Fee program is based upon revisions to the regional travel forecast model, General Plan updates, project financing, and population growth projections that have occurred since the last update, as is reflected in the 2018 Nexus Study, which was unanimously approved by the RDIF Agency Board of Directors on September 26, 2018; and

WHEREAS, TAMC also approved Resolution 2018-15 finding that the matters contained in the 2018 Nexus Study are within the scope of, and have already been analyzed in, the Final EIR for the 2040 Metropolitan Transportation Plan, certified by the Association of Monterey Bay Area Governments and incorporated into the 2018 Monterey County Regional Transportation Plan, which was approved by TAMC on June 27, 2018; and

WHEREAS, the governing boards of the RDIF Agency member jurisdictions must adopt the updated fee schedule contained in the 2018 Nexus Study for the update to go into effect, and TAMC has requested that the member jurisdictions adopt the fee schedule by November 30, 2018; and

WHEREAS, as a responsible agency under CEQA, the City has reviewed and considered the EIR and related documents and finds that there are no substantial changes in the fee program, substantial changes in circumstances, or new information that involve new significant environmental effects or a substantial increase in the severity or environmental effects requiring major revisions to the previously certified EIR, and that the CEQA findings and statement of overriding considerations made by the City in 2008 approving the JPA and RDIF program remain applicable; and

WHEREAS, the 2018 Nexus Study includes a fifth benefit zone comprised of the boundary of the Fort Ord Reuse Authority (“FORA”), for which collection of regional fees from new development within that area will become active at such time as the collection of said fees is approved by the RDIF Agency Board of Directors; and

WHEREAS, the Council of the City deems it necessary and appropriate to update the RDIF as provided in this Resolution.

NOW, THEREFORE, the City Council of the City of King City does hereby resolve as follows:

1. Amount of Regional Development Impact Fee (RDIF). The amount of RDIF within the City shall be as provided in Exhibit "A" hereto for the "South County" benefit zone. The amount of RDIF shall be subject to automatic and discretionary modifications as provided in the JPA and subsequent resolutions of this Council.
2. Effective Date. This Resolution shall take effect upon approval.

This resolution was passed and adopted this 10th day of **October, 2018** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

EXHIBIT A

LAND USE DESIGNATION	TRIP RATES	NORTH COUNTY	GREATER SALINAS	PENINSULA / SOUTH COAST	SOUTH COUNTY	FOGA
Residential Average (Dwelling Unit)						
Single-Family	9.57	\$3,857	\$3,311	\$3,981	\$1,885	\$3,962
Single-Family (Moderate Income)	7.47	\$3,010	\$2,585	\$3,108	\$1,472	\$3,093
Single-Family (Low Income)	5.52	\$2,225	\$1,910	\$2,296	\$1,087	\$2,285
Apartment	6.72	\$2,708	\$2,325	\$2,796	\$1,324	\$2,782
Apartment (Moderate Income)	5.25	\$2,114	\$1,815	\$2,182	\$1,033	\$2,172
Apartment (Low Income)	3.88	\$1,562	\$1,341	\$1,612	\$764	\$1,605
Condo/Townhome	5.86	\$2,362	\$2,028	\$2,438	\$1,154	\$2,426
Condo/Townhome (Moderate Income)	4.57	\$1,843	\$1,583	\$1,903	\$901	\$1,894
Condo/Townhome (Low Income)	3.38	\$1,362	\$1,170	\$1,406	\$666	\$1,399
Multi-Family / Auxiliary Unit	3.71	\$1,495	\$1,284	\$1,543	\$731	\$1,536
Senior Housing	3.71	\$1,495	\$1,284	\$1,543	\$731	\$1,536
Retail (Square Feet)	44.32	\$5.46	\$4.69	\$5.64	\$2.67	\$5.61
Building Materials and Lumber Store	45.16	\$5.56	\$4.78	\$5.74	\$2.72	\$5.71
Free-Standing Discount Superstore	49.21	\$6.06	\$5.20	\$6.26	\$2.96	\$6.23
Specialty Retail Center	44.32	\$5.46	\$4.69	\$5.64	\$2.67	\$5.61
Free-Standing Discount Store	56.02	\$6.90	\$5.92	\$7.12	\$3.37	\$7.09
Day Care Center	79.26	\$9.76	\$8.38	\$10.08	\$4.77	\$10.03
Hardware/Paint Store	51.29	\$6.32	\$5.42	\$6.52	\$3.09	\$6.49
Nursery (Garden Center)	36.08	\$4.44	\$3.82	\$4.59	\$2.17	\$4.57
Nursery (Wholesale)	39.00	\$4.80	\$4.12	\$4.96	\$2.35	\$4.93
Shopping Center	42.94	\$5.29	\$4.54	\$5.45	\$2.59	\$5.43
Factory Outlet Center	26.59	\$3.28	\$2.81	\$3.38	\$1.60	\$3.36
New Car Sales	33.34	\$4.11	\$3.53	\$4.24	\$2.01	\$4.22
Automobile Parts Sales	61.91	\$7.63	\$6.55	\$7.87	\$3.73	\$7.83
Tire Store	24.87	\$3.06	\$2.63	\$3.16	\$1.50	\$3.15
Tire Superstore	20.36	\$2.51	\$2.15	\$2.59	\$1.23	\$2.58
Supermarket	102.24	\$12.59	\$10.81	\$13.00	\$6.16	\$12.94
Discount Supermarket	96.82	\$11.93	\$10.24	\$12.31	\$5.83	\$12.25
Discount Club	41.80	\$5.15	\$4.42	\$5.31	\$2.52	\$5.29
Home Improvement Superstore	29.80	\$3.67	\$3.15	\$3.79	\$1.79	\$3.77
Electronics Superstore	45.04	\$5.55	\$4.76	\$5.73	\$2.71	\$5.70
Discount Home Furnishing	47.81	\$5.89	\$5.06	\$6.08	\$2.88	\$6.05
Apparel Store	66.40	\$8.18	\$7.02	\$8.44	\$4.00	\$8.40
Arts and Crafts Store	56.55	\$6.97	\$5.98	\$7.19	\$3.41	\$7.16
Pharmacy/Drugstore (no Drive-Thru)	90.06	\$11.09	\$9.52	\$11.45	\$5.42	\$11.40
Pharmacy/Drugstore (Drive-Thru)	88.16	\$10.86	\$9.32	\$11.21	\$5.31	\$11.16
Furniture Store	5.06	\$0.62	\$0.54	\$0.64	\$0.30	\$0.64
Quality Restaurant	89.95	\$11.08	\$9.51	\$11.44	\$5.42	\$11.38
High Turnover (SR-down) Restaurant	127.15	\$15.66	\$13.45	\$16.17	\$7.66	\$16.09
Fast Food (Stand-Alone)	496.12	\$61.11	\$52.47	\$63.08	\$29.88	\$62.78
Fast Food (w/ Non-Auto)	127.00	\$51.18	\$43.94	\$52.83	\$25.02	\$52.58
Fast Food (Shopping Center Pad)	77.00	\$31.03	\$26.64	\$32.03	\$15.17	\$31.88
Fast Food (Shopping Center w/ Non-Auto)	52.00	\$20.96	\$17.99	\$21.63	\$10.24	\$21.53
Office (Square Feet)						
General Office	11.01	\$4.437	\$3.809	\$4.580	\$2.169	\$4.558
Single Tenant Office Building	11.57	\$4.663	\$4.003	\$4.813	\$2.279	\$4.790
Medical-Dental Office Building	36.13	\$14.560	\$12.501	\$15.030	\$7.118	\$14.958
Office Park	11.42	\$4.602	\$3.951	\$4.751	\$2.250	\$4.728
Business Park	12.76	\$5.142	\$4.415	\$5.308	\$2.514	\$5.283
Industrial / Agriculture (Square Feet)						
Light Industrial	6.97	\$2.803	\$2.412	\$2.900	\$1.373	\$2.886
Heavy Industrial	1.50	\$0.605	\$0.519	\$0.624	\$0.296	\$0.621
Warehouse	4.96	\$1.999	\$1.716	\$2.063	\$0.977	\$2.053
Manufacturing	3.82	\$1.539	\$1.322	\$1.589	\$0.753	\$1.581
Lodging (Room)						
Hotel	8.17	\$3,293	\$2,827	\$3,399	\$1,609	\$3,382
Motel	5.63	\$2,269	\$1,948	\$2,342	\$1,109	\$2,331
Fee per Trip		\$403	\$346	\$416	\$197	\$414

TRIP RATES	NORTH COUNTY	GREATER SALINAS	PENINSULA / SOUTH COAST	SOUTH COUNTY
8.61	\$3,471	\$2,980	\$3,583	\$1,697
6.72	\$2,709	\$2,326	\$2,797	\$1,324
4.97	\$2,002	\$1,719	\$2,067	\$979
6.05	\$2,437	\$2,093	\$2,516	\$1,191
4.72	\$1,903	\$1,633	\$1,964	\$930
3.49	\$1,406	\$1,207	\$1,451	\$687
5.27	\$2,125	\$1,825	\$2,194	\$1,039
4.12	\$1,659	\$1,424	\$1,713	\$811
3.04	\$1,226	\$1,053	\$1,265	\$599
3.34	\$1,346	\$1,155	\$1,389	\$658
3.34	\$1,346	\$1,155	\$1,389	\$658
37.672	\$4,640	\$3,984	\$4,790	\$2,269
38.39	\$4,728	\$4,059	\$4,881	\$2,312
41.83	\$5,152	\$4,424	\$5,318	\$2,519
37.67	\$4,640	\$3,984	\$4,790	\$2,269
47.62	\$5,865	\$5,036	\$6,054	\$2,868
67.37	\$8,298	\$7,125	\$8,566	\$4,057
43.60	\$5,370	\$4,610	\$5,543	\$2,625
30.67	\$3,777	\$3,243	\$3,899	\$1,847
33.15	\$4,083	\$3,506	\$4,215	\$1,996
36.50	\$4,496	\$3,860	\$4,641	\$2,198
22.60	\$2,784	\$2,390	\$2,874	\$1,361
28.34	\$3,491	\$2,997	\$3,603	\$1,707
52.62	\$6,482	\$5,565	\$6,691	\$3,169
21.14	\$2,604	\$2,236	\$2,688	\$1,273
17.31	\$2,132	\$1,830	\$2,200	\$1,042
86.90	\$10,704	\$9,190	\$11,049	\$5,233
82.30	\$10,137	\$8,703	\$10,464	\$4,956
35.53	\$4,376	\$3,757	\$4,517	\$2,140
25.33	\$3,120	\$2,679	\$3,221	\$1,525
38.28	\$4,716	\$4,049	\$4,868	\$2,306
40.64	\$5,006	\$4,298	\$5,167	\$2,447
56.44	\$6,952	\$5,969	\$7,176	\$3,399
48.07	\$5,921	\$5,083	\$6,111	\$2,895
76.55	\$9,429	\$8,096	\$9,733	\$4,610
74.94	\$9,230	\$7,925	\$9,528	\$4,513
4.30	\$0,530	\$0,455	\$0,547	\$0,259
76.46	\$9,42	\$8,09	\$9,72	\$4,60
108.08	\$13,31	\$11,43	\$13,74	\$6,51
421.70	\$51,94	\$44,60	\$53,62	\$25,40
107.95	\$13,30	\$11,42	\$13,73	\$6,50
65.45	\$8,06	\$6,92	\$8,32	\$3,94
44.20	\$5,44	\$4,67	\$5,62	\$2,66
8.808	\$3,550	\$3,048	\$3,664	\$1,735
9.256	\$3,730	\$3,203	\$3,850	\$1,823
28.904	\$11,648	\$10,001	\$12,024	\$5,694
9.136	\$3,682	\$3,161	\$3,801	\$1,800
10.208	\$4,114	\$3,532	\$4,247	\$2,011
6.27	\$2,528	\$2,170	\$2,610	\$1,236
1.35	\$0,544	\$0,467	\$0,562	\$0,266
4.46	\$1,799	\$1,545	\$1,857	\$0,879
3.44	\$1,386	\$1,190	\$1,430	\$0,677
6.9445	\$2,799	\$2,403	\$2,889	\$1,368
4.7855	\$1,929	\$1,656	\$1,991	\$943



Item No. 10(A)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 23, 2018

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 22 OF THE KING CITY MUNICIPAL CODE GOVERNING PARKING REGULATIONS WITHIN THE BOUNDARIES OF KING CITY

RECOMMENDATION:

It is recommended the City Council introduce an Ordinance amending Municipal Code Chapter 22 to establish parking restrictions on Third Street adjacent to St. John the Baptist Church to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

BACKGROUND:

The City recently received a request from St. John the Baptist Catholic Church and Eddington Funeral Services to restrict public parking adjacent to the Church to short-term to enable loading/unloading and vehicles related to funerals, weddings and other events. Such events take place on a frequent basis at the Church. The primary problem is caused by residents who park overnight and then leave their vehicle on the street later the following morning, which restricts access for funerals and weddings that often require setup early in the morning. A copy of the request received from the Church is attached.

DISCUSSION:

After discussions with representatives of the Church, it was agreed that the best resolution would be to install a 2-hour time limit during daytime hours. By doing this, it will ensure that vehicles are moved in the morning in time for setup of funerals and weddings, but will also enable the public to utilize the parking for masses and adjacent residents to park their vehicles there overnight. As a

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result, it will help to utilize parking in the most efficient manner, which is one of the primary goals of the City's parking policies.

COST ANALYSIS:

The cost impact of this recommendation will be limited to staff time to prepare the Ordinance and to remove the install parking signs. Eddington Funeral Services has offered to pay the cost of the signage.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Section 15301, which exempts minor alterations to existing structures and facilities because this is a minor change to parking that will not expand existing uses. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendation;
2. Modify the Ordinance to include a different time restriction;
3. Make other changes to the ordinance and then approve introduction;
4. Do not introduce the ordinance and do not implement any parking restrictions at that location; or
5. Provide staff other direction.

Exhibits:

1. Letter from St. John the Baptist Church

Prepared and Approved by:



Steven Adams, City Manager

1 **Section 4.** If any provision of this Ordinance is held invalid, such invalidity shall not affect
2 the remaining provisions of this Ordinance, which shall remain in effect absent the provision held to
3 be invalid, and to this end, the provisions of this Ordinance are declared to be severable.

4 **Section 5.** The City Clerk shall certify to the adoption of this Ordinance, and cause the
5 same to be published in the local newspaper, and the same shall take effect thirty (30) days after its
6 date of adoption.

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PASSED, APPROVED AND ADOPTED this ____ day of _____, 2018.

Michael LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM

Shannon Chaffin, Interim City Attorney

1 STATE OF CALIFORNIA)
2 COUNTY OF MONTEREY) ss
3 CITY OF KING)

4
5 I, Steven Adams, City Clerk of the City of King, do hereby certify that the foregoing
6 Ordinance No. _____ was duly passed and adopted at a regular meeting of the City Council of
7 the City of King held on the _____ day of _____, 2018.

8 Upon motion of Councilmember _____, seconded by Councilmember
9 _____, the foregoing Ordinance No. _____ was duly passed and adopted.

10 Vote on the Motion:

11 AYES:

12 NOES:

13 ABSENT:

14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the
15 City of King, this _____ day of _____, 2018.

16
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18 _____
19 Steven Adams, City Clerk
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Saint John The Baptist Catholic Church

504 N. Third Street
King City, California 93930
(831) 385-3377

September 20, 2018

Re. Designated limited parking area

City of King,

St. John's Catholic Church requests your consideration to designate the curbside parking area in front of the church to a limited parking zone (Loading and Unloading zone, etc.). This request is being made due to vehicles parking directly in front of the church for extended periods of time.

The curbside parking is needed for service vehicles during Weddings, Funerals, Baptisms and Quinceaneras. On several occasions vehicles are being parked the previous night or throughout the day and remain parked directly in front of the church for extended periods of time. This makes it difficult to park the service vehicles (limousines, hearse, etc.). On several occasions those service vehicles have been forced to double-park.

We recognize this causes additional safety issues and potential traffic hazards. For that reason we would like you to consider our request.

A local business has offered to pay for the expenses for painting of the curb and if needed signage.

We hope you will see the safety concerns and potential traffic hazards this creates. We look forward to your careful consideration of our request.

Thank you in advance and look forward to working with you to resolve this issue.

Respectfully,

Fr. Lucas Pantoja
Reverend Lucas Pantoja



Item No. 10(B)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 23, 2018

TO: CITY MANAGER

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 17.03 OF TITLE 17 OF THE KING CITY MUNICIPAL CODE PERTAINING TO COMMERCIAL CANNABIS ACTIVITY AND ODOR CONTROL REQUIREMENTS AND LIMITATIONS, INCLUDING CEQA DETERMINATION

RECOMMENDATION:

It is recommended the City Council modify the Ordinance to restrict translucent buildings within 500 feet of residentially zoned properties and 750 feet from residentially zoned properties to the south, introduce the modified Ordinance amending Chapter 17.03 of title 17 of the King City Municipal Code pertaining to commercial cannabis activity and odor control requirements and limitations to be read by title only, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

BACKGROUND:

An important issue that has come to staff's attention is odor problems that have been experienced by other jurisdictions with regard to cannabis cultivation operations, particularly those housed in greenhouse structures (translucent buildings). The City's current regulations prohibit any offsite odor from a cannabis business. This presents two challenges. First, it is unknown if businesses can achieve this standard. Secondly, it will be difficult to enforce because the determination is subjective and individuals have different sensitivities with regard to odor issues.

At the July 10, 2018 meeting, staff presented the City Council recommendations regarding new proposed regulations involving odor restrictions. At that time, the City Council directed staff to proceed to draft an Ordinance to implement the

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recommendations. The Ordinance was presented to the Planning Commission at the September 18, 2018 meeting. The Planning Commission adopted a Resolution recommending adoption by the City Council. The Ordinance was then introduced by the City Council at the October 9, 2018 meeting.

DISCUSSION:

The general approach that staff is advocating is to establish a specific measurable odor standard in the City's cannabis regulations and then purchase or contract for the measurement device to ensure operations are in compliance. If a complaint is received, odor at the building will be measured. If a violation exists, the business would be provided a reasonable time period to comply. If compliance is not achieved within that time period, the operational permit would either be revoked or would be deemed ineligible for renewal. The Ordinance also allows the City to hold the property owner accountable in cases where there are multiple tenants and the City is not able to determine which business is responsible for the violation.

The odor level threshold recommended is 4 dilutions to threshold (D/T). Based on staff's research, this appears to be both a strict level, but achievable. The amount of odor is less the lower the number is. Some cities in Colorado have used allowable levels of 7. Since staff's goal is to pursue an odor level that is not readily detectible in the community, a stricter odor measure is recommended. When staff communicated with the fogging system manufacturer, they indicated that their systems were capable of achieving a level 4.

It is also recommended that if problems and complaints occur, the City may revise the Ordinance to require a lower level at that time. All businesses would then be provided a specified time period to modify their equipment as necessary to comply with the new standard. Therefore, a provision is included in the Ordinance to maintain this flexibility to make adjustments as necessary to ensure new businesses do not create any major negative impacts to the community.

In addition, it was recommended to prohibit use of translucent buildings within 750 feet of residentially zoned areas. This will help prevent any odor that is created from having a significant negative impact on residents. Staff researched existing proposed projects and determined this restriction would not impact any current plans for translucent building operations. However, since the last meeting, staff was notified by one property owner within 750 feet of a residential

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property to the west that they have changed plans and now request to maintain the ability to utilize translucent buildings. Their property line is 500 feet from the nearest residentially zoned property.

Since it was not staff's intent to impact any plans of existing property owners, staff recommends modifying the Ordinance to allow translucent buildings up to 500 feet from a residentially zoned property except to the south, which would maintain a restriction of 750 feet. The justification for this differential is that prevailing winds normally travel south. With this change, no projects under way or planned would be impacted. An Ordinance with this change is attached for Council consideration. To accomplish this, the Ordinance will need to be introduced again by the Council and then adopted at the next meeting.

The property in question does not yet have specific plans for a project with translucent buildings, but the owner instead simply wants to maintain the ability to do so in the future. Therefore, another option for Council consideration is to proceed with the adoption as introduced with a restriction on translucent buildings within 750 feet of residentially zoned properties, which would not impact any specific investment in plans already under way. The property owner requesting the modification would still maintain the ability to utilize translucent buildings on approximately half of their parcel. A copy of the original proposed Ordinance is also attached if the Council decides to continue with adoption. A copy of a map showing the distance of 500, 750 and 1,000 feet from residential properties is attached.

COST ANALYSIS:

The estimated cost of equipment to test for odor is approximately \$3,500. In addition, there will be staff costs associated with enforcement. If it becomes a significant cost in the future, it is recommended to increase the annual permit fee to fund these costs.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, section 15061(b)(3), has determined with certainty that there is no possibility that this project may have a significant effect on the environment. This is because the only effect of the Ordinance will be to reduce detectable odors. Therefore, this project is not subject to CEQA.

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ALTERNATIVES:

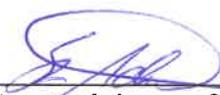
The following alternatives are provided for City Council consideration:

1. Modify the Ordinance to restrict translucent buildings within 500 feet of residentially zoned properties and 750 feet from residentially zoned properties to the south, introduce the modified Ordinance amending Chapter 17.03 of title 17 of the King City Municipal Code pertaining to commercial cannabis activity and odor control requirements and limitations to be read by title only, waive first reading of the Ordinance, and approve the introduction of the Ordinance;
2. Conduct the second reading, by title only, and adopt an Ordinance amending Chapter 17.03 of Title 17 of the King City Municipal Code pertaining to commercial cannabis activity and odor control requirements and limitations, including a CEQA determination;
3. Request other modifications to the Ordinance to make the restrictions more or less stringent and then re-introduce;
4. Continue the item to request additional changes;
5. Do not approve any changes to the City's odor regulation; or
6. Provide other direction to staff.

Exhibits:

1. Ordinance amending Chapter 17.03 of title 17 of the King City Municipal Code pertaining to commercial cannabis activity and odor control requirements and limitations with modification restricting translucent buildings within 500 feet of residentially zoned properties and 750 feet from residentially zoned properties to the south
2. Ordinance amending Chapter 17.03 of title 17 of the King City Municipal Code pertaining to commercial cannabis activity and odor control requirements and limitations as introduced at the October 19, 2018 meeting
3. Map showing distance of 500, 750 and 1,000 feet from residential areas

Submitted and Approved by: _____


Steven Adams, City Manager

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING
CHAPTER 17.03 OF TITLE 17 OF THE KING CITY MUNICIPAL CODE
PERTAINING TO COMMERCIAL CANNABIS ACTIVITY ODOR CONTROL**

WHEREAS, the City of King (“the City”) has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, California Constitution Article XI, section 7; and

WHEREAS, in 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to ensure that seriously ill Californians have the right to obtain and use cannabis for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances; and

WHEREAS, in 2004, the State Legislature enacted SB 420 to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical cannabis use. These statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations; and

WHEREAS, on October 9, 2015, almost 20 years after passage of the Compassionate Use Act, the Governor signed the Medical Marijuana Regulation and Safety Act (“Act”), comprised of California legislative bills AB 243, AB 266, and SB 643. The Act creates a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, transport, distribution, delivery, and testing of medical cannabis, all subject to local control. One of the purposes of the Act is to ensure uniformity among jurisdictions that wished to allow commercial cannabis operations; and

WHEREAS, on June 27, 2016, the Governor signed SB 837, effective immediately, changing the terms in the Act from “medical marijuana” or “marijuana” to “medical cannabis” or “cannabis”, and making other technical changes to the Act. SB 83 7 also adopted regulations relating to the use and diversion of water in connection with the cultivation of cannabis; and

WHEREAS, in 2016, the City adopted Title 17, Chapter 17.03 et seq., of the King City Municipal Code pertaining to Medical Cannabis Activity. The Medical Cannabis Ordinance places complete bans and regulations on medical cannabis activity in the City based upon various health, safety and welfare and land use findings relating to cannabis cultivation, dispensing, and consumption, which findings are incorporated herein by reference; and

WHEREAS, on August 1, 2017, at a lawfully noticed hearing, the Planning Commission for the City of King heard and considered the issue of increasing the maximum number of manufacturing permits the City will approve. The Planning Commission, upon hearing and considering the issue of increasing the maximum number of manufacturing permits, recommends that the City Council of the City of King increase the maximum number of manufacturing permits the City will approve from six (6) to ten (10).

WHEREAS, in November of 2016 the Adult Use of Marijuana Act (“AUMA”) was approved by a majority of California voters. The purpose of AUMA is to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products. Adults, age 21 and older, will be allowed to possess cannabis and grow certain amounts at home for personal use; and

WHEREAS, the AUMA did not provide for a specific effective date, thus the provisions of the AUMA regarding personal use, possession, and cultivation of cannabis became effective the day after the November 8, 2016; and

WHEREAS, the AUMA’s proposed Health & Safety Code section 11362.1(a)(3), will make it lawful under state and local law for any person twenty-one (21) years of age or older to “Possess, plant, cultivate, harvest, dry, or process not more than six living cannabis plants and possess the cannabis produced by the plants”; and

WHEREAS, the City wishes to enact regulations governing commercial cultivation of cannabis at this time; and

WHEREAS, the AUMA’s proposed Health & Safety Code section 11362.2(b) explicitly allows a city to “enact and enforce reasonable regulations to reasonably regulate” the cultivation of cannabis so long as the City does not prohibit the cultivation of up to six plants “inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure”; and

WHEREAS, several California cities have reported negative impacts of cannabis cultivation and related activities, including but not limited to offensive odors, criminal activity, (such as trespassing, theft, violent robberies and robbery attempts, and the illegal sale and distribution of cannabis), and public health and safety concerns (such as fire hazards and problems associated with mold, fungus, and pests); and

WHEREAS, cannabis plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors or if grown indoors without proper ventilation, odor control, and other regulations; and

WHEREAS, due to the value of cannabis plants and their strong smell (which alerts others to their locations), cannabis cultivation has been linked to break-ins, robbery, armed robbery, theft and attendant violence and injury, creating an increased risk to public safety; and

WHEREAS, unregulated cannabis cultivation can be harmful to the welfare of the surrounding community and its residents and constitute a public nuisance, in that cannabis cultivation has been shown to involve avoidance of environmental laws and regulations, and has resulted in the pollution of waters and navigable waterways in the State of California; and

WHEREAS, the indoor cultivation of cannabis has potential adverse effects to the structural integrity of the buildings in which cannabis is cultivated, and the use of high wattage grow lights and excessive use of electricity increases the risk of fire, which presents a clear and present danger to the buildings, its occupants, and neighboring buildings and residents; and

WHEREAS, unregulated indoor cultivation of cannabis can be harmful to the public health, safety and welfare, given electrical modifications risk fires, poor irrigation can cause mold, overloaded circuits can leave entire neighborhoods in the dark, plant chemicals can cause illness, improper carbon dioxide mixed with insufficient ventilation can cause injury or death, and structural changes put first responders in danger if they rush into the unknown; and

WHEREAS, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognize that the cultivation or other concentration of cannabis in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering and/or crime; and

WHEREAS, MMRSA and AUMA mandated comprehensive state licensing and regulatory framework for cultivation, manufacturing, distribution, transporting, testing and dispensing cannabis and cannabis products; however, implementing regulations have yet to be written and state licenses may not be available until 2018; and

WHEREAS, there are numerous well publicized studies and reports, as well as numerous documented incident in Monterey County and throughout the State, which show that unregulated cannabis activities have a significant adverse effect on the community; and

WHEREAS, the City finds that the absence of a formal regulatory framework the adverse impacts frequently associated with commercial cannabis activities will occur, resulting in an unregulated and potentially significant negative impact upon the environment and upon public health, safety, and welfare of the community; and

WHEREAS, outdoor cannabis cultivation and unregulated indoor cannabis cultivation are likely to generate these negative effects on the public health, safety, and welfare in the City, based on the experiences of other cities; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City desires to explicitly prohibit the outdoor cultivation of commercial cannabis for both recreational and medical use; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City also desires to enact reasonable regulations for the indoor cultivation, manufacturing, testing, distribution, or consumption of commercial recreational and medical cannabis; and

WHEREAS, absent clear regulation, cannabis cultivation in the City poses a potential threat to the public peace, health, and safety, and, unless the City takes action to regulate it, the secondary impacts described above are likely to occur very soon after the passage of the AUMA; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the commercial cultivation of recreational and medical cannabis; and

WHEREAS, nothing in this Ordinance shall be construed to: (1) allow any person to engage in conduct that endangers others or causes a public nuisance; or (2) allow any activity relating to the cultivation, manufacturing, testing, distribution, or consumption of cannabis which is illegal under state or federal law; and

WHEREAS, it is the intent of the City to regulation commercial cannabis activities, both recreational and medical, within the boundaries of the City.

NOW THEREFORE, the City Council of the City of King does hereby ordain as follows:

SECTION 1. The above recitals are incorporated are hereby by reference.

SECTION 2. The Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. (CEQA Guidelines § 15061(b)(3).) It is also exempt because it consists of regulations and restrictions on activities to assure the maintenance, restoration, or enhancement of natural resources and the environment by prohibiting environmentally destructive components of unregulated cannabis cultivation. (CEQA Guidelines §§ 15307 and 15308.)

SECTION 3. Chapter 17.03, of Title 17, of the King City Municipal Code and the Sections specifically identified below are amended to read as follows:

Chapter 17.03

COMMERCIAL CANNABIS ACTIVITY

Section 17.03.040 Licenses and Permits.

- (f) A commercial cannabis permit shall be governed by the following requirements and/or limitations:
 - (6) An application for renewal of a commercial cannabis permit shall be denied if any of the following exists:
 - (A) The application for renewal of the commercial cannabis permit is filed less than sixty (60) calendar days before its expiration.
 - (B) The commercial cannabis permit is suspended or revoked at the time the application for renewal is submitted or suspended or revoked while the application for renewal is pending.
 - (C) The commercial cannabis business or activity has not been in regular and continuous operation during the four (4) months prior to the submission of the application for renewal.
 - (D) The commercial cannabis business or activity fails to conform to the requirements of this Chapter, any provision of the King City Municipal Code, any condition(s) imposed as part of a conditional use permit, and/or zoning requirement.

- (E) The applicant for renewal of the commercial cannabis permit fails to renew its State of California license.
- (F) The applicant for renewal has failed to pay in full any fees, administrative citation fines, penalties and/or costs issued by the City relating to the commercial cannabis business and/or activity, unless assessment of the fees, administrative citation fines, penalties and/or costs are being appealed.
- (G) A violation of subsection 17.03.210(i) of this Chapter.

Section 17.03.210 Operating Requirements.

In addition to those operating requirements specifically set forth elsewhere in this Chapter and except as may otherwise be expressly set forth in this Chapter, the following operating requirements shall apply to all commercial cannabis businesses operating in the City of King.

- ~~(i) — Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from marijuana are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the medical marijuana facility that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment or any other equipment which the City Manager determines has the same or better effectiveness:~~
 - ~~(1) — An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;~~
 - ~~(2) — An air system that creates negative air pressure between the commercial cannabis business’s interior and exterior so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.~~

(i) Odor Control.

(1) Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside is not detected outside of the facility, anywhere on an adjacent property or public rights-of-way, on

or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business.

(2) In order to determine the existence of a violation of this subsection, 17.03.210(i), the City may measure for cannabis odor at the commercial cannabis business with an approved field olfactometer device, including but not limited to a Nasal Ranger Field Olfactometer® or Scentometer®, according to the manufacturer's specifications and operating instructions. The threshold of detection (Dilutions to Threshold or D/T) will be determined in a sample of the ambient air after it is diluted with three (3) equally sized samples of odor-free air. Two (2) samples or observations will be taken not less than fifteen minutes apart within a one hour period. The two (2) samples will be taken at the building site of the commercial cannabis business. If the threshold of detection is four (4) or greater, the commercial cannabis business or commercial cannabis permit holder and/or the property owner will be issued a Notice to Abate Public Nuisance. The notice shall include the following:

- (A) the King City Municipal Code violation which constitutes the public nuisance;
- (B) the required remedy for abating the public nuisance; and
- (C) provide a reasonable time period to abate the public nuisance, unless the public nuisance constitutes an immediate threat to public health, safety and welfare.

Failure to timely abate the public nuisance may result in immediate suspension or revocation of the commercial cannabis permit as provided within section 17.03.150 of this Chapter. In addition, an application for renewal of a commercial cannabis permit shall be denied pursuant to section 17.03.040(f)(6)(G).

(3) Every person or entity owning, possessing, or having charge or control of real property within the city shall manage that property and control the environment thereon in a manner so as not to violate the provisions of this subsection, 17.03.210(i), and the owner shall be liable for violations of the provisions of this subsection, 17.03.210(i), regardless of any contract or agreement with any third party regarding the property.

(4) Every occupant, lessee, or holder of any possessory interest in real property shall maintain the property in a manner so as not to violate the provisions of this subsection, 17.03.210(i).

(5) An appeal of the Notice to Abate Public Nuisance shall be filed with the City Clerk within ten (10) calendar days from the date upon the notice and shall provide the specific basis for granting the appeal. An untimely filed appeal shall constitute a waiver of the appeal of the notice. Further, the ten (10) day time period

for filing an appeal shall be jurisdictional, and as such, an untimely appeal shall not be considered by the City.

(6) The City is authorized to seek reimbursement from the commercial cannabis permit holder, the commercial cannabis business and/or property owner for all costs, including but not limited to court costs, attorney's fees, filing fees, administrative time and fees and employee time, incurred while enforcing the requirements of section 17.03.210(i). The requirements of this subsection shall be in addition to any other provision provided for within the King City Municipal Code.

(7) The requirements of this subsection, 17.03.210(i), may be amended for time to time by majority vote of the City Council of the City of King, and as such, all commercial cannabis businesses shall complying with any and all amendments to this subsection enacted by the City.

(8) All current commercial cannabis businesses shall have sixty (60) days from the effective date of this Ordinance to bring their businesses into compliance with the requirements of this subsection, 17.03.210(i).

- (n) Greenhouses. Greenhouses shall only be utilized for commercial cannabis cultivation and/or nurseries. A greenhouse shall be a fully enclosed permanent structure with solid walls that are clad in an opaque material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental artificial lighting. The cultivation and nursery activities conducted within a greenhouse shall not be visible from any public right of way or adjacent private property. No greenhouse or translucent manufactured structure may be built or erected within five hundred (500) feet of any residential zone area in the City; however, based upon the prevailing winds impacting the City, the southern portion of any greenhouse or translucent manufactured structure shall not be built or erected within seven hundred-fifty (750) feet of any residential zone area in the City. All greenhouses shall comply with the requirements of this Chapter and the King City Municipal Code, including the adopted requirements of the California Building Code, the California Fire Code and/or any other code adopted or incorporated by reference within the King City Municipal Code. The City Manager shall have authority, upon consultation with the City Attorney, to establish additional regulations and/or guidelines for operating greenhouses for commercial cannabis cultivation and/or nurseries within the City.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the ____ day of _____ 2018, and adopted the Ordinance after the second reading at a regular meeting held on the ____ day of _____ 2018, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

I, _____, City Clerk of the City of King, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of King on the date and by the vote indicated herein.

ORDINANCE NO. 2018-**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 17.03 OF TITLE 17 OF THE KING CITY MUNICIPAL CODE PERTAINING TO COMMERCIAL CANNABIS ACTIVITY ODOR CONTROL**

WHEREAS, the City of King (“the City”) has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, California Constitution Article XI, section 7; and

WHEREAS, in 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to ensure that seriously ill Californians have the right to obtain and use cannabis for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances; and

WHEREAS, in 2004, the State Legislature enacted SB 420 to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical cannabis use. These statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations; and

WHEREAS, on October 9, 2015, almost 20 years after passage of the Compassionate Use Act, the Governor signed the Medical Marijuana Regulation and Safety Act (“Act”), comprised of California legislative bills AB 243, AB 266, and SB 643. The Act creates a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, transport, distribution, delivery, and testing of medical cannabis, all subject to local control. One of the purposes of the Act is to ensure uniformity among jurisdictions that wished to allow commercial cannabis operations; and

WHEREAS, on June 27, 2016, the Governor signed SB 837, effective immediately, changing the terms in the Act from “medical marijuana” or “marijuana” to “medical cannabis” or “cannabis”, and making other technical changes to the Act. SB 83 7 also adopted regulations relating to the use and diversion of water in connection with the cultivation of cannabis; and

WHEREAS, in 2016, the City adopted Title 17, Chapter 17.03 et seq., of the King City Municipal Code pertaining to Medical Cannabis Activity. The Medical Cannabis Ordinance places complete bans and regulations on medical cannabis activity in the City based upon various health, safety and welfare and land use findings relating to cannabis cultivation, dispensing, and consumption, which findings are incorporated herein by reference; and

WHEREAS, on August 1, 2017, at a lawfully noticed hearing, the Planning Commission for the City of King heard and considered the issue of increasing the maximum number of manufacturing permits the City will approve. The Planning Commission, upon hearing and considering the issue of increasing the maximum number of manufacturing permits, recommends that the City Council of the City of King increase the maximum number of manufacturing permits the City will approve from six (6) to ten (10).

WHEREAS, in November of 2016 the Adult Use of Marijuana Act (“AUMA”) was approved by a majority of California voters. The purpose of AUMA is to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products. Adults, age 21 and older, will be allowed to possess cannabis and grow certain amounts at home for personal use; and

WHEREAS, the AUMA did not provide for a specific effective date, thus the provisions of the AUMA regarding personal use, possession, and cultivation of cannabis became effective the day after the November 8, 2016; and

WHEREAS, the AUMA’s proposed Health & Safety Code section 11362.1(a)(3), will make it lawful under state and local law for any person twenty-one (21) years of age or older to “Possess, plant, cultivate, harvest, dry, or process not more than six living cannabis plants and possess the cannabis produced by the plants”; and

WHEREAS, the City wishes to enact regulations governing commercial cultivation of cannabis at this time; and

WHEREAS, the AUMA’s proposed Health & Safety Code section 11362.2(b) explicitly allows a city to “enact and enforce reasonable regulations to reasonably regulate” the cultivation of cannabis so long as the City does not prohibit the cultivation of up to six plants “inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure”; and

WHEREAS, several California cities have reported negative impacts of cannabis cultivation and related activities, including but not limited to offensive odors, criminal activity, (such as trespassing, theft, violent robberies and robbery attempts, and the illegal sale and distribution of cannabis), and public health and safety concerns (such as fire hazards and problems associated with mold, fungus, and pests); and

WHEREAS, cannabis plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors or if grown indoors without proper ventilation, odor control, and other regulations; and

WHEREAS, due to the value of cannabis plants and their strong smell (which alerts others to their locations), cannabis cultivation has been linked to break-ins, robbery, armed robbery, theft and attendant violence and injury, creating an increased risk to public safety; and

WHEREAS, unregulated cannabis cultivation can be harmful to the welfare of the surrounding community and its residents and constitute a public nuisance, in that cannabis cultivation has been shown to involve avoidance of environmental laws and regulations, and has resulted in the pollution of waters and navigable waterways in the State of California; and

WHEREAS, the indoor cultivation of cannabis has potential adverse effects to the structural integrity of the buildings in which cannabis is cultivated, and the use of high wattage grow lights and excessive use of electricity increases the risk of fire, which presents a clear and present danger to the buildings, its occupants, and neighboring buildings and residents; and

WHEREAS, unregulated indoor cultivation of cannabis can be harmful to the public health, safety and welfare, given electrical modifications risk fires, poor irrigation can cause mold, overloaded circuits can leave entire neighborhoods in the dark, plant chemicals can cause illness, improper carbon dioxide mixed with insufficient ventilation can cause injury or death, and structural changes put first responders in danger if they rush into the unknown; and

WHEREAS, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognize that the cultivation or other concentration of cannabis in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering and/or crime; and

WHEREAS, MMRSA and AUMA mandated comprehensive state licensing and regulatory framework for cultivation, manufacturing, distribution, transporting, testing and dispensing cannabis and cannabis products; however, implementing regulations have yet to be written and state licenses may not be available until 2018; and

WHEREAS, there are numerous well publicized studies and reports, as well as numerous documented incident in Monterey County and throughout the State, which show that unregulated cannabis activities have a significant adverse effect on the community; and

WHEREAS, the City finds that the absence of a formal regulatory framework the adverse impacts frequently associated with commercial cannabis activities will occur, resulting in an unregulated and potentially significant negative impact upon the environment and upon public health, safety, and welfare of the community; and

WHEREAS, outdoor cannabis cultivation and unregulated indoor cannabis cultivation are likely to generate these negative effects on the public health, safety, and welfare in the City, based on the experiences of other cities; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City desires to explicitly prohibit the outdoor cultivation of commercial cannabis for both recreational and medical use; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City also desires to enact reasonable regulations for the indoor cultivation, manufacturing, testing, distribution, or consumption of commercial recreational and medical cannabis; and

WHEREAS, absent clear regulation, cannabis cultivation in the City poses a potential threat to the public peace, health, and safety, and, unless the City takes action to regulate it, the secondary impacts described above are likely to occur very soon after the passage of the AUMA; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the commercial cultivation of recreational and medical cannabis; and

WHEREAS, nothing in this Ordinance shall be construed to: (1) allow any person to engage in conduct that endangers others or causes a public nuisance; or (2) allow any activity relating to the cultivation, manufacturing, testing, distribution, or consumption of cannabis which is illegal under state or federal law; and

WHEREAS, it is the intent of the City to regulation commercial cannabis activities, both recreational and medical, within the boundaries of the City.

NOW THEREFORE, the City Council of the City of King does hereby ordain as follows:

SECTION 1. The above recitals are incorporated are hereby by reference.

SECTION 2. The Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. (CEQA Guidelines § 15061(b)(3).) It is also exempt because it consists of regulations and restrictions on activities to assure the maintenance, restoration, or enhancement of natural resources and the environment by prohibiting environmentally destructive components of unregulated cannabis cultivation. (CEQA Guidelines §§ 15307 and 15308.)

SECTION 3. Chapter 17.03, of Title 17, of the King City Municipal Code and the Sections specifically identified below are amended to read as follows:

Chapter 17.03

COMMERCIAL CANNABIS ACTIVITY

Section 17.03.040 Licenses and Permits.

- (f) A commercial cannabis permit shall be governed by the following requirements and/or limitations:
 - (6) An application for renewal of a commercial cannabis permit shall be denied if any of the following exists:
 - (A) The application for renewal of the commercial cannabis permit is filed less than sixty (60) calendar days before its expiration.
 - (B) The commercial cannabis permit is suspended or revoked at the time the application for renewal is submitted or suspended or revoked while the application for renewal is pending.
 - (C) The commercial cannabis business or activity has not been in regular and continuous operation during the four (4) months prior to the submission of the application for renewal.

- (D) The commercial cannabis business or activity fails to conform to the requirements of this Chapter, any provision of the King City Municipal Code, any condition(s) imposed as part of a conditional use permit, and/or zoning requirement.
- (E) The applicant for renewal of the commercial cannabis permit fails to renew its State of California license.
- (F) The applicant for renewal has failed to pay in full any fees, administrative citation fines, penalties and/or costs issued by the City relating to the commercial cannabis business and/or activity, unless assessment of the fees, administrative citation fines, penalties and/or costs are being appealed.
- (G) A violation of subsection 17.03.210(i) of this Chapter.

Section 17.03.210 Operating Requirements.

In addition to those operating requirements specifically set forth elsewhere in this Chapter and except as may otherwise be expressly set forth in this Chapter, the following operating requirements shall apply to all commercial cannabis businesses operating in the City of King.

(i) Odor Control.

(1) Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside is not detected outside of the facility, anywhere on an adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business.

(2) In order to determine the existence of a violation of this subsection, 17.03.210(i), the City may measure for cannabis odor at the commercial cannabis business with an approved field olfactometer device, including but not limited to a Nasal Ranger Field Olfactometer® or Scentometer®, according to the manufacturer's specifications and operating instructions. The threshold of detection (Dilutions to Threshold or D/T) will be determined in a sample of the ambient air after it is diluted with three (3) equally sized samples of odor-free air. Two (2) samples or observations will be taken not less than fifteen minutes apart within a one hour period. The two (2) samples will be taken at the building site of the commercial cannabis business. If the threshold of detection is four (4) or greater, the commercial cannabis business or commercial cannabis permit holder and/or the

property owner will be issued a Notice to Abate Public Nuisance. The notice shall include the following:

- (A) the King City Municipal Code violation which constitutes the public nuisance;
- (B) the required remedy for abating the public nuisance; and
- (C) provide a reasonable time period to abate the public nuisance, unless the public nuisance constitutes an immediate threat to public health, safety and welfare.

Failure to timely abate the public nuisance may result in immediate suspension or revocation of the commercial cannabis permit as provided within section 17.03.150 of this Chapter. In addition, an application for renewal of a commercial cannabis permit shall be denied pursuant to section 17.03.040(f)(6)(G).

(3) Every person or entity owning, possessing, or having charge or control of real property within the city shall manage that property and control the environment thereon in a manner so as not to violate the provisions of this subsection, 17.03.210(i); and the owner shall be liable for violations of the provisions of this subsection, 17.03.210(i), regardless of any contract or agreement with any third party regarding the property.

(4) Every occupant, lessee, or holder of any possessory interest in real property shall maintain the property in a manner so as not to violate the provisions of this subsection, 17.03.210(i).

(5) An appeal of the Notice to Abate Public Nuisance shall be filed with the City Clerk within ten (10) calendar days from the date upon the notice and shall provide the specific basis for granting the appeal. An untimely filed appeal shall constitute a waiver of the commercial cannabis permittee's appeal of the notice. Further, the ten (10) day time period for filing an appeal shall be jurisdictional, and as such, an untimely appeal shall not be considered by the City.

(6) The City is authorized to seek reimbursement from the commercial cannabis permit holder and/or the commercial cannabis business for all costs, including but not limited to court costs, attorney's fees, filing fees, administrative time and fees and employee time, incurred while enforcing the requirements of section 17.03.210(i). The requirements of this subsection shall be in addition to any other provision provided for within the King City Municipal Code.

(7) The requirements of this subsection, 17.03.210(i), may be amended for time to time by majority vote of the City Council of the City of King, and as such, all commercial cannabis businesses shall complying with any and all amendments to this subsection enacted by the City.

(8) All current commercial cannabis businesses shall have sixty (60) days from the effective date of this Ordinance to bring their businesses into compliance with the requirements of this subsection, 17.03.210(i).

(n) Greenhouses. Greenhouses shall only be utilized for commercial cannabis cultivation and/or nurseries. A greenhouse shall be a fully enclosed permanent structure with solid walls that are clad in an opaque material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental artificial lighting. The cultivation and nursery activities conducted within a greenhouse shall not be visible from any public right of way or adjacent private property. No Translucent Manufactured Structures may be built or erected within seven hundred-fifty (750) feet of any residential zone area within the City. All greenhouses shall comply with the requirements of this Chapter and the King City Municipal Code, including the adopted requirements of the California Building Code, the California Fire Code and/or any other code adopted or incorporated by reference within the King City Municipal Code. The City Manager shall have authority, upon consultation with the City Attorney, to establish additional regulations and/or guidelines for operating greenhouses for commercial cannabis cultivation and/or nurseries within the City.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the ____ day of _____ 2018, and adopted the Ordinance after the second reading at a regular meeting held on the ____ day of _____ 2018, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

STEVEN ADAMS, City Clerk

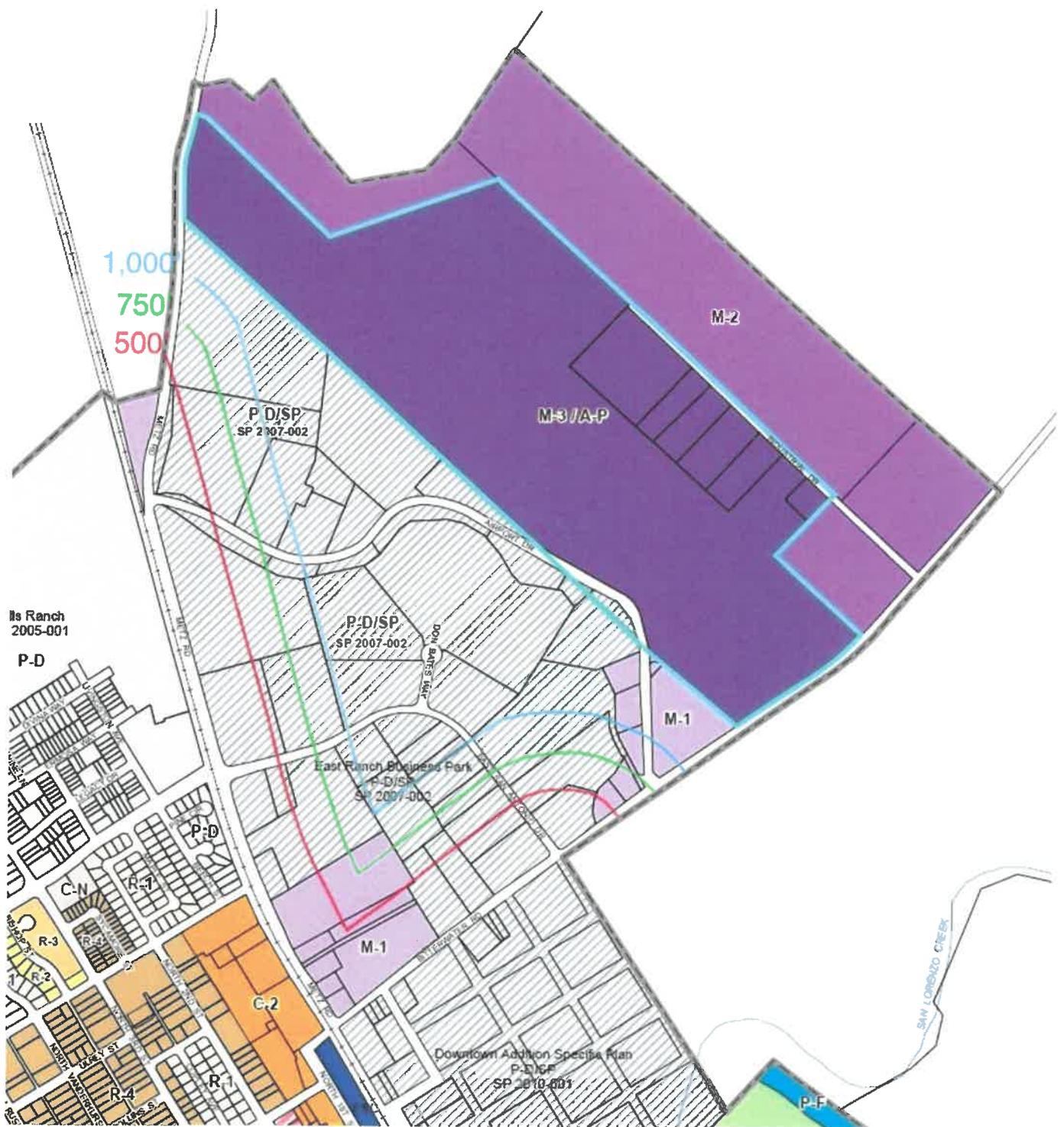
CITY OF KING

By: _____
MIKE LEBARRE, Mayor

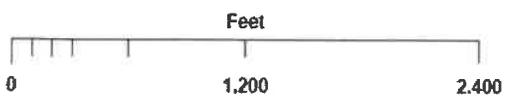
APPROVED AS TO FORM

SHANNON CHAFFIN, City Attorney

I, _____, City Clerk of the City of King, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of King on the date and by the vote indicated herein.



DISTANCE FROM RESIDENTIAL





Item No. 11 (A)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF STRATEGIC PLANNING PROCESS

RECOMMENDATION:

It is recommended the City Council approve and direct staff to proceed with the proposed strategic planning process.

BACKGROUND:

The FY 2016-17 budget included a City Manager goal to establish a strategic planning process. However, it was later determined that strategic planning would have been difficult at that time because the City's economic future was uncertain and the immediate issues needing attention were extensive. Therefore, it was decided to postpone the process in order to provide time to gather more information on financial projections, community needs, and long-range infrastructure plans. Staff has made significant progress in these areas and recommends now proceeding.

Given substantial needs in the community and constrained resources, the focus the last few years has been placed on prioritizing needs and then developing strategies to target limited resources as effectively as possible. As the City makes progress towards establishing financial stability in the future, it is a good time to begin a strategic planning process. The City still has much work to do to appropriately address the priorities established and deferred maintenance and projects. However, it is important to prepare for when discretionary revenues become available to ensure they are allocated in the most effective and efficient way to accomplish long-term objectives.

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CONSIDERATION OF STRATEGIC PLANNING PROCESS
OCTOBER 23, 2018
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DISCUSSION:

It is important to design a strategic planning process appropriately in order for the results to be meaningful. Ideally, the City's annual budget should be based on the 10-year long-range financial plan and the long-range financial plan should be based on the strategic plan. Staff is recommending the strategic plan target a 20-year future planning period. Staff proposes to begin the process immediately in order to incorporate results into the next goal setting, budget and long-range financial planning process.

Many cities create what they refer to as a strategic plan, but in reality are more of a visioning statement. They often include a public workshop or series of workshops that result in a wish list of items that don't accurately reflect the overall community's needs or goals and are not linked to any realistic means of accomplishing them. As a result, they become a document that is gratifying when it is created, but then sits on a shelf and never becomes a driving factor in ongoing operations, decision making or budgeting.

Staff proposes a process with the goal of accomplishing the following key results:

- A plan that is based on data and analysis
- A plan that addresses the community's most important existing and future needs
- A plan that reflects the interests and needs of the entire community
- An action plan linked to achievable and identifiable strategies and directions

Given the level of planning that has taken place over the past few years, much of the work has already been completed. Therefore, the process is actually proposed to be relatively simple. Rather than proposing an entirely separate and independent process, staff instead recommends the strategic planning process draw from, expand and consolidate other planning efforts into one overall long-range action plan.

The recommended steps include the following:

1. Needs Assessment - Staff will gather data and conduct a meeting to identify key existing and future needs and issues, as well as to prepare a SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats). October 2018

2. Visioning Process – A City Council workshop will be held to develop vision statements. Staff will present a summary of the SWOT analysis, data, needs identified, and issues. A facilitator will then lead the City Council through a discussion to agree on key November 2018

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OCTOBER 23, 2018
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vision statements. The primary purpose is to develop a common vision of what we would like King City to be and to look like in the future 20 years.

3. Goals and Strategic Directions – Staff will conduct a retreat to develop recommended draft specific goals and strategic directions determined to achieve the vision statements. January 2019
4. Policy Direction on Goals and Strategies – Staff will present the draft goals and strategic directions to Council for review. The Council will have an opportunity to direct staff to add specific goals and strategies and/or modify those that are recommended. January 2019
5. Plan Adoption – Changes proposed by the Council will be incorporated to create a final plan document, which will be presented to the City Council for consideration. February 2019

Opportunities for public input will be provided at the City Council workshop. However, the workshop format will focus primarily on facilitating Council discussion and direction. Community input will be solicited and promoted throughout the process, but an extensive community participation component is not proposed. Attendance at public workshops is generally minimal and staff believes it is critical that the plan reflect the community at-large. Therefore, emphasis will be placed on prior community survey results, social media, and other outreach efforts rather than the public workshop.

Potential dates suggested for the public workshop include November 17th or December 8th, which are Saturdays. The meeting could also be held on a weekday evening if City Council prefers. A Saturday is suggested to ensure City Council has enough time to not be rushed depending upon the amount of discussion that occurs. Staff is anticipating a 3-hour session. It is recommended the City contract with Tim Dunkin (Dunkinworks) as the facilitator. Mr. Dunkin previously facilitated two staff retreats and assisted with the development of the mission and value statements, which City Council approved. Therefore, he has experience and background with King City's operations, which we believe would be helpful.

COST ANALYSIS:

Staff estimates that the cost of the process will likely be approximately \$5,000, which is included in the FY 2018-19 budget.

**CITY COUNCIL
CONSIDERATION OF STRATEGIC PLANNING PROCESS
OCTOBER 23, 2018
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ENVIRONMENTAL REVIEW:

The planning process is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendation;
2. Modify the proposed process and approve;
3. Direct staff to delay any strategic planning process at this time; or
4. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager